

**BOARD OF
COMMISSIONERS**

Anthony J.P. Ada
Chairperson

Ronald T. Laguana
Vice Chair

Maria G. Cruz
Secretary/Treasurer

Ronald F. Eclavea
Commissioner

Anita F. Orlino
Commissioner

Antonio A. Sablan
Commissioner

Louisa Wessling
Commissioner

Street Address:
590 S. Marine Corps Drive
Suite 733 ITC Building
Tamuning, GU 96913

Mailing Address:
P.O. Box 2950
Hagåtña, GU 96932

Website:
<http://dlm.guam.gov>

E-mail Address:
dlmdir@land.guam.gov

Telephone:
(671) 473-5263/7 or
(671) 649-LAND (5263)
ext. 435

Facsimile:
671-649-5383



EDDIE BAZA CALVO
Governor

RAY TENORIO
Lieutenant Governor

DIPATTAMENTON MINANEHAN TANO'
(Department of Land Management)

KUMISION I TANO' SAINA-TA
(Guahan Ancestral Lands Commission)



MICHAEL J.B. BORJA
Director

DAVID V. CAMACHO
Deputy Director

REGULAR BOARD MEETING AND TITLE HEARING AGENDA

Department of Land Management Conference Room
3rd Floor, ITC Building, Tamuning
Wednesday, June 13, 2018, 2:00 PM

**Public Notice: The *Guam Daily Post* on
Wednesday, June 6, 2018 and Monday, June 11, 2018**

- I. CALL TO ORDER**
- II. ROLL CALL / FANOHGE CHAMORRO / INEFRESI**
- III. APPROVAL OF ROMS**
 - A. Minutes of April 25, 2018.
- IV. TITLE HEARING**

Lot No	Municipality	Within Released Parcel	Ostensible Landowner at time of taking
5294	Barrigada	GLUP Parcel 1AF nka Lot 5433 Mangilao (formerly Barrigada)	Juan Flores Muna

- V. OLD BUSINESS**
 - A. GEDA MOU finalize.
 - B. Court cases update; next step.
 - C. Farmers Coop.
 - D. CLTC leases on GALC properties.
- VI. NEW BUSINESS**
 - A. AT&T / TANGUISSAN SITE
 - B. GEDA management agreement.
 - C. Audit report review.
 - D. Real estate training.
 - E. Budget hearing summary.
 - F. Title hearings.
 - G. Executive director position.
 - H. DPHSS & GEPA / Addendum to MOU.

- VII. PUBLIC COMMENTS**
- VIII. DIRECTOR'S REPORT**
- IX. ADJOURNMENT**
 - A. Next Meeting



GUAM ANCESTRAL LANDS COMMISSION

a division of the
DEPARTMENT OF LAND MANAGEMENT

Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Michael J.B. Borja
Director

David V. Camacho
Deputy Director



In compliance with Public Law 24-109,
Guam Ancestral Lands Commission

Published the

Public Meeting Announcement

For

Wednesday, June 13, 2018

in the

**Guam Daily Post on Wednesday, June 6, and Monday,
June 11, of 2018**

Attached are photo copies of the published GALC Meeting Notices

Enhancing judicial skills to combat elderly abuse

By Jamie Ward
jamie@postguam.com

With an island population nearing 170,000, one estimate is that by 2020, approximately 30,000 Guamanians will be older than 65.

That was one statistic mentioned Tuesday as the Pacific Judicial Council meets this week at the Hilton Guam Resort & Spa for a three-day seminar.

The purpose of this conference for the 25-year-old council is to gather judicial officers from around the region to be trained in how to spot the issues centered around elder abuse.

"This is really sort of the next wave of areas of domestic and family violence, because of the number of aging people," said District of Columbia retired Magistrate Judge Karen Howze of the National Council of Juvenile and Family Court Judges. "We try to train judges who are in court with how to look out for the vulnerable cases that may not show up immediately as abuse."

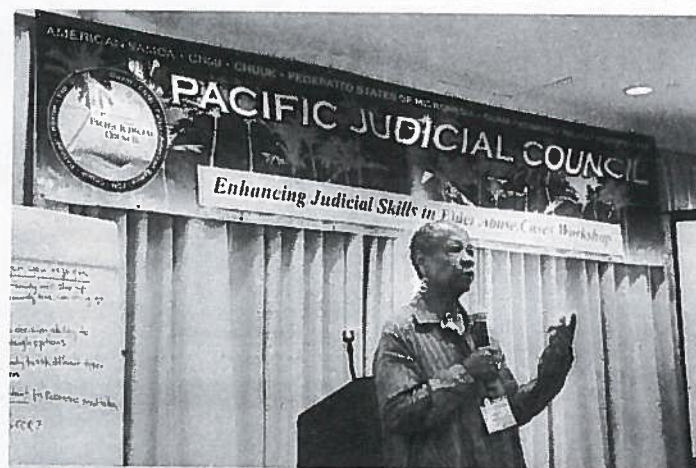
Associate Justice F. Philip Carbullido

““We have an aging population and the services are not adequate and available so, under those circumstances, how do you best address the issues?”

— F. Philip Carbullido,
associate justice,
Supreme Court of Guam

lido of the Supreme Court of Guam chairs the education committee for the council and put this topic on the agenda. Carbullido said the purpose of the council is to stay abreast of the law, conduct training and to network in terms of shared resources.

"That has proven to be very helpful because there is an imbalance in terms of what resources are available at the various jurisdictions," Carbullido said.



WORKSHOP: Karen Howze, a retired judge from the District of Columbia Superior Court, makes remarks at the 2018 Enhancing Judicial Skills in Elder Abuse Cases Workshop on Tuesday morning at the Hilton Guam Resort & Spa. About two dozen judicial officers from regional trial and appellate courts attended the first of the federally funded, three-day workshop. Norman M. Taruc/The Guam Daily Post

lido said. "We have an aging population and the services are not adequate and available so, under those circumstances, how do you best address the issues?"

He also said those issues would help determine how to best deliver justice in terms of the individual and his or her estate, how judges could recognize red flags regarding the issues and also how to determine capacity and undue influence when someone like a caregiver or even a child could be taking advantage of an elderly person.

The council's jurisdictions include: American Samoa, the Commonwealth of the Northern Mariana

Islands; Chuuk, Yap, Kosrae and Pohnpei states in the Federated States of Micronesia; Palau; and Guam.

'Come together as a community'

Carbullido said Wednesday's final session would include many stakeholders from the Guam community and the other jurisdictions involved in this issue.

"I felt this would be something helpful to help expose our judicial officers," Carbullido said. "They have to be on the same page in terms of delivery of service, lack of resources — how do we come together as a community to pool our individual strengths and weaknesses together so we can better address this issue?"

Guam-based Global Hawks temporarily deployed to Misawa

The U.S. Air Force on June 1 deployed a squadron of RQ-4 Global Hawks to Misawa Air Base, Japan, from Guam's Andersen Air Force Base, to maintain theaterwide Global Hawk operations through the summer and fall.

This rotational deployment of the Global Hawk is temporary but necessary in order to provide a base from which the platform can be reliably operated during months in which inclement weather, including typhoon activities, has the potential to hinder readiness, the Air Force announced.

Previous deployments

The Andersen-based RQ-4s were deployed to Yokota Air Base, Japan,

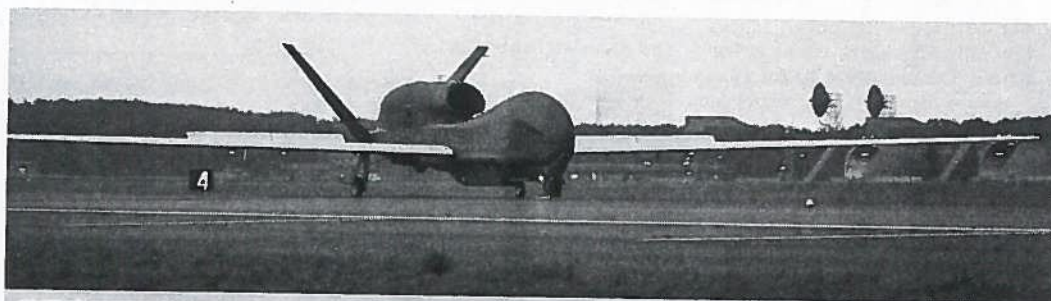
in 2017 and to Misawa in 2014 and 2015 for the same reasons.

The United States continues to

deploy its most advanced capabilities to Japan, including the Global Hawk, as a part of the commitment

to the security of Japan and stability of the region, the Air Force stated.

(Daily Post Staff)



GLOBAL HAWK: An RQ-4 Global Hawk, assigned to the 69th Reconnaissance Group, Detachment 1 at Andersen Air Force Base, lands June 1 at Misawa Air Base, Japan, for a temporary intratheater routine deployment. The movement maintains operations for Global Hawks during months of inclement weather endured at Andersen, such as typhoons and other scenarios that have the potential to hinder readiness. Staff Sgt. Deana Heitzman/U.S. Air Force

PUBLICATION NOTICE

In accordance with the provisions of Guam Code Annotated, Title XI, Chapter III, Section 3315, notice is hereby given that:

WANG'S INC.

CHINESE 168 RESAURANT

has applied for a Class: 4 On Sale Beer Alcoholic Beverage License said premises being marked as Lot: 1,3 Blk. 2, Tract 91, 134 East Marine Corps Dr. Dededo

Kumision Tano I Saina'ta Guam Ancestral Lands Commission

The Guam Ancestral Lands Commission (GALC) will hold a Title Hearing and Regular Meeting on Wednesday, June 13, 2018, 2:00 p.m. at Department of Land Management Conference Room 3rd Floor of the ITC Building, 590 S. Marine Corps Drive, Tamuning.

TITLE HEARING

Lot No	Municipality	Within Released Parcel	Ostensible Landowner at time of taking
5294	Barrigada	GLUP Parcel 1AF nka Lot 5433 Mangilao (formerly Barrigada)	Juan Flores Muna

Individual requiring special accommodations, auxiliary aids of services, may call 649-5263 ext. 400.

This ad paid for by Government funds.

Father remembered as 'a soldier's soldier'

Dydasco known
for heroism in
Vietnam,
teaching on Guam

Editor's note: This is the second in a series highlighting six veterans in our community who are being considered for the Medal of Honor for their service in the Vietnam War.

By Alana Chargualaf
alana@postguam.com

A trusted man who always put his soldiers first, the late Sgt. 1st Class Vicente Dydasco of Tamuning heroically devoted himself to the U.S. Army – even if it meant defeating enemies alone and injured.

Born on May 21, 1936, Dydasco served as a master sergeant and platoon sergeant in the Army's 25th Infantry Division.

At 31 years old during the Vietnam War, Dydasco pushed himself through treacherous conditions. He later earned the Distinguished Service Cross in 1967.

Finding his unit pinned down during battle, Dydasco went ahead, wounded, to destroy seven enemy bunkers by himself. He returned to lead his unit to defeat a bunker system.

Dydasco also received a Bronze Star medal for similar acts of heroism, including the time he noticed three of his men missing, went back to find them, and carried each of them to safety.

According to his oldest son, Vicente Dydasco Jr., the soldier



PINNING: Sgt. 1st Class Vicente Dydasco, far right, is pinned by a fellow soldier. Photo courtesy of Vicente Dydasco Jr.

received several other citations for heroism. He earned much respect and accomplished a lot, especially for a minority enlisted soldier in the Army, his son recalled.

Dydasco Jr. said his father's comrades recalled how he left an impression on many people. Dydasco was known for influencing people at different levels with his ability to communicate effectively and to break down barriers in military and civilian life.

Upon his return to Guam, Dydasco

was instrumental in starting and teaching the first ROTC classes at the University of Guam and George Washington High School.

In addition, Dydasco was noted for his major contribution of teaching soldiers to fight at the barracks during the war.

"There was no doubt in anybody's mind. ... He was a soldier's soldier," Dydasco Jr. said as he recalled all the accounts of his father's fellow soldiers.

Dydasco is one of six CHamoru veterans being promoted as worthy of an upgrade to the Medal of Honor for their extreme acts of valor in combat during the Vietnam War.

Dydasco died in 1971 at just 36 years old.

He is survived by his wife, Rosa Manibusan Dydasco; his sons Vicente Dydasco Jr., Elvin Dydasco and Jose Dydasco; his daughters Emelia Dydasco and Lourdes Dydasco; and his 11 grandchildren



Vicente Dydasco

and nine great-grandchildren.

Legislative resolutions will be presented to his family today in his honor at the Guam Congress Building.



GOVERNMENT OF GUAM
DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIPATTAMENTON SALUT PUPBLEKO YAN SETBISHON SUSIAT
123 CHALAN KARETA, MANGILAO, GUAM 96913-6304



REQUEST FOR INTEREST RFI/DPHSS 2018-001

The Department of Public Health and Social Services is soliciting interested bidders to provide proposals for Marijuana Tracking System Seed to Sale.

The information, data, comments, or reactions obtained may be used as research for a future solicitation. This RFI does not constitute an invitation for Bid, Request for Proposal, or Informal Request for Bid or Proposal and is not to be construed as a commitment by The Department of Public Health and Social Services.

Proposals can be mailed or submitted to the Department of Public Health and Social Services, Attn: Chief Public Health Officer, Dededo Public Health Room 53, 520 West Santa Monica Avenue, Dededo Guam 96929 or via email at rfidphss.2018001@dphss.guam.gov.

Deadline for submission for proposals under this solicitation is on June 29, 2018. Information regarding RFI can be downloaded and viewed on the Department of Public Health website, <https://www.dphss.guam.gov> or contact Darlene N. Taitano, Program Coordinator at 635-0006 or 635-4422 for more information.

/s/ LEO G. CASIL

Acting Director, Department of Public Health and Social Services

Kumision Tano I Saina'ta Guam Ancestral Lands Commission

The Guam Ancestral Lands Commission (GALC) will hold a Title Hearing and Regular Meeting on Wednesday, June 13, 2018, 2:00 p.m. at Department of Land Management Conference Room 3rd Floor of the ITC Building, 590 S. Marine Corps Drive, Tamuning.

TITLE HEARING

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Individual requiring special accommodations, auxiliary aids of services, may call 649-5263 ext. 400.

This ad paid for by Government funds.



GUAM ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Michael J.B. Borja
Director

David V. Camacho
Deputy Director

DEED SIGNING/TITLE HEARING/MEETING ATTENDANCE SHEET

DATE: June 13, 2018

PLACE: DLM Conference Room

CONVENED: 2:18 p.m.

RECESSED: 3:35 p.m.

RECONVENED: 3:45 p.m.

ADJOURNED: 4:59 p.m.

Check one:

- ☐ Work Session
☐ Executive Session
☒ Regular Meeting
☐ Special Meeting
☒ Title Hearing
☐ Rehearing
☐ Deliberations
☐ Final Determinations
☐ Deed Signing
☐ Other (Public Hearing)

NAME: TITLE: SIGNATURE:

BOARD OF COMMISSIONERS:

Present Absent

- | | | | | |
|-----------------------|---------------------|-------------------------------------|-------------------------------------|---------------------------|
| 1. Anthony J.P. Ada | Chairman | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Anthony J.P. Ada</u> |
| 2. Ronald T. Laguana | Vice Chair | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Ronald T. Laguana</u> |
| 3. Maria G. Cruz | Secretary/Treasurer | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Maria G. Cruz</u> |
| 4. Ronald F. Eclavea | Commissioner | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Ronald F. Eclavea</u> |
| 5. Anita F. Orlino | Commissioner | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Anita F. Orlino</u> |
| 6. Antonio A. Sablan | Commissioner | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Antonio A. Sablan</u> |
| 7. Louisa M. Wessling | Commissioner | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Louisa M. Wessling</u> |

Yes No
Quorum ☒ ☐
Confirmed by: [Signature]

Note here and initial
if Board Member on
GovGuam work time:

Yes No
AJPA ☐ ☐
☐ ☐

STAFF and GUESTS:

Present Absent

- | | | | | |
|--------------------------|-----------------------|-------------------------------------|--------------------------|------------|
| 1. Michael J.B. Borja | Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MB</u> |
| 2. David V. Camacho | Deputy Director | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>DC</u> |
| 3. Margarita Borja | Land Administrator | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MB</u> |
| 4. Matthew Leon Guerrero | Land Agent Supervisor | <input type="checkbox"/> | <input type="checkbox"/> | <u>MLG</u> |
| 5. Joey Leon Guerrero | Land Agent II | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>QLG</u> |
| 6. Stephanie Duenas | Land Agent I | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>SD</u> |
| 7. Nicolas Toft | OAG - Legal Council | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>NT</u> |
| 8. Joe Borja | Senator Tom Ada | <input type="checkbox"/> | <input type="checkbox"/> | |

Number of
Board Members
certified for stipend
this meeting:

☒ ☐
Confirmed by: [Signature]

Remarks:



GUAM ANCESTRAL LANDS COMMISSION



Eddie Baza Calvo
Governor

Ray Tenorio
Lieutenant Governor

Michael J.B. Borja
Director

David V. Camacho
Deputy Director

COMMISSION MEETING / HEARING ATTENDANCE SHEET

DATE: June 13, 2018 TIME: 2:00pm

PLACE: DLM CONFERENCE ROOM

Check one:

- ☐ Work Session
- ☐ Executive Session
- ☒ Regular Meeting
- ☐ Special Meeting
- ☒ Title Hearing
- ☐ Rehearing
- ☐ Deliberations
- ☐ Final Determinations
- ☐ Deed Signing
- ☐ Other (Public Hearing)

PUBLIC SIGN IN SHEET: (OPTIONAL)

<u>NAME</u>	<u>VILLAGE</u>	<u>NAME</u>	<u>VILLAGE</u>
Juanita Cruz	Barrigada		
MARY T. ADAMOS	BARRIGADA		
Jacqueline Adams	YONA		
Camarin Adams	Barrigada		
Joseph Leon Guerrero	Mangilao		
Angelo Flores	Barrigada		
Maria Muna	Mangilao		
Frank Muna	Mangilao		
TONY PERIODA	GEDA		
Mike Cruz	GEDA		

GUAHAN ANCESTRAL LANDS COMMISSION
RECORD OF MOTION (revised 2/14/2018)
BY THE BOARD OF COMMISSIONERS

<input checked="" type="checkbox"/> Regular Meeting	Date: <u>April 25, 2018</u>	<input type="checkbox"/> Special Meeting/Re-hearing	Date: _____
<input type="checkbox"/> Title Hearing	Date: _____	<input type="checkbox"/> Work Session	Date: _____

Agenda Item:

Item III. Approval of ROMS

- A. Minutes of Feb. 14, 2018.
- B. Minutes of March 14, 2018.
- C. Minutes of March 28, 2018.

Item IV. Old Business

A. Bill 215-34 Survey, Infrastructure, & Development Fund.

- A Resolution to pass to the legislature that the commission board agrees with what the rules intended to do. It was discussed amongst the commissioners for any corrections.
- Guam Ancestral Land Resolution No. 2018-01 relative to creating a Guam Ancestral Lands Survey, Infrastructure & Development Fund.
- Corrections were made on the Resolution and agreed by the commissioners.

B. GEDA Properties available to RFP.

- The only thing that GEDA is holding right now is the RFP in Polaris Point. Other than that, they've been reporting back to us on the payments. Item B. was removed out and was nested on item E. It's the same as item E. Properties of GALC/Identifying Crown Lands. We brought item E. up to Item B. and in the municipality of Barrigada area Lot No. 6 & 7 identified the crown land there & also the Piti area but we are handicapped because since Jimmy Camacho retired from our department. We transferred the responsibility to another individual and up to now they haven't finished the identification of the crown lands.

C. Court Cases updates

- Attorney David Highsmith said there's no significance new developments on any of the cases just minor stuff. There's brief on the Crawford's cases due on May 18th of this year. There's a hearing tomorrow of the 1983 case in district court but he doesn't expect too much to happen because their still waiting for a decision from the judge on that case same thing that their waiting for a month ago. The WSTCO case will be argued in the Guam Supreme Court on May 18th as well.

D. Goals for 2018

- GALC already identified the easement on Piti area. Were still coordinating with survey division Paul and NAVFAC is still coordinating and trying to identify the area where we could access the federal boundary to put in the easement. Part of it were still waiting from a response from Washington D.C. In which NAVFAC sent on a copy of our map and request. But up to now no response from D.C. and It's been two months already since February.

GUAHAN ANCESTRAL LANDS COMMISSION
RECORD OF MOTION (revised 2/14/2018)
BY THE BOARD OF COMMISSIONERS

Item V. New Business

A. The Status of the Farmer's Market Lease

It's Been 7yrs. now and were looking into the payment of the vendors that are selling their stuffs there.

MOTION: Eclavea – "I'll make the motion to approve the minutes subject to correction."

Orlino – "Second it." Motion passes. All minutes are approved.

Commission Member	Motioned	Seconded	Voted Aye	Voted Nay
Anthony J.P. Ada, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ronald T. Laguana, Vice-Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maria G. Cruz, Secretary/Treasurer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ronald F. Eclavea	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Anita F. Orlino	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Antonio Artero Sablan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Louisa Wessling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Result:			5	
			To Pass	To NOT Pass

Comment / Notes / Follow-up:

Legal Counsel Toft will follow-up on the transfer of Seventy Thousand Dollars into the trust account for Borja and part of Hawaiian Rock case that's being held by the courts and handled by the private attorney's. He will get back to us on the next meeting on how he can get it to the court on behalf of the family. He will look into to try and get that trust money into Bank of Hawaii to be placed under the actual owners.

Item VI. Public Comments – There are no discussion in the meeting.

Item VII. Director's Report – There are many requests of FOYA coming in one is for the Northern Market Kin Leon Guerrero Citizens for a better government.

Prepared By: _____

Certified True and Correct: _____

Approved By: _____

Board Secretary

Board Chair

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T

A**

GALC CLAIM REGISTRY
NUMBER CR#

ANCESTRAL TITLE and COMPENSATION APPLICATION

Form #3

APPLICANT INFORMATION:

Name of Registered Applicant:	<u>Cruz</u>	<u>Juanita</u>	<u>Muna</u>	Applicant's Social Security #	<u>377-56-3126</u>
	Last	First	Middle		
Applicant's Address:	<u>222 Adacac Ave Barrigada P.O. BOX 248 Hagatna, GU 96932</u>				
	Home Address (House # / Street / Village)				
Applicant's Contact #:	Home:	<u>734-3201</u>	Work:	<u>777-3201</u>	Other:

PROPERTY INFORMATION:

Property Lot Number	<u>5294</u>	Property Tract or Estate		Area (Square Meters)	<u>11,825.263</u>
Location of Property:	<u>Mangilao</u>				

CLAIMANT (ORIGINAL LANDOWNER) INFORMATION:

Person Claimed Holding Ancestral Title (Claimant)	<u>Muna</u>	<u>Juan</u>	<u>Flores</u>	Applicant's Relationship to Claimant:	<u>Daughter</u>
	Last	First	Middle		
If Claimant is living please provide:					
Claimant's Address:	<u>House Address (House # / Street / Village)</u>				
Claimant's Contact #:	Home:		Work:		Other:

REQUIRED DOCUMENTS TO BE SUBMITTED:

Sworn Affidavit that

ancestral title has not been extinguished in relation to any part of the land claimed
all of the statements made in the application are true.

Includes all information known to the applicant about interest in relation to any of the land or water concerned that are held by persons other than its ancestral title holders.

Evidence of kinship.

A detailed description and map, if available, of the area over which the ancestral title is claimed

FOR GUAHAN ANCESTRAL LANDS COMMISSION USE ONLY - DO NOT MARK

Date of Submission: 11/16/2017

Application Received by: Josy L.G
awaiting Surveyor's Certification

rec'd 12/20/2017

Juanita M. Cruz

Applicant - please PRINT name

Juanita M. Cruz 11/16/17

Applicant - please SIGN and DATE

AFFIDAVIT OF APPLICANT

I, Juanita Muna Cruz, being first duly sworn, do hereby state as follows:
(Name of Applicant)

1. That I am the Daughter of Juan Flores Muna
(Relationship to Claimant) (Name of Claimant)
(hereinafter referred to as "Claimant").

2. To my knowledge, Claimant was the owner of Lot 5294
(Description of Property)
Municipality of Mangilao, also known as P.L. of Pinate Barrigada
(Historic or Ancestral Property Name)
(hereinafter referred to as "the Property").

3. It is my belief that Claimant's ancestral title to the Property has not been extinguished in relation to any part of the Property.

4. To my knowledge, Claimant is the only party with any interest to the Property.

5. Attached hereto are true and correct copies of documents evidencing my heirship to the Property.

6. The attached is a list of all persons and their last known addresses, who are known to me to be persons with an interest or potential interest to the Property.

7. Should title to the Property be restored in the name of the Claimant who is deceased, I declare that I am qualified to serve as the Administrator of the Claimant's Estate and will ensure that probate for the Claimant is opened and the respective interests accounted for and distributed according to Guam's probate laws.

Affidavit of Applicant

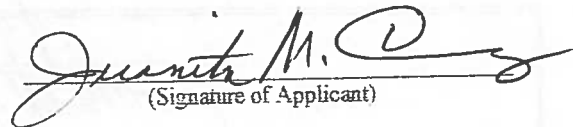
Lot _____ Municipality of _____

8. I solemnly swear that the information stated above is true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

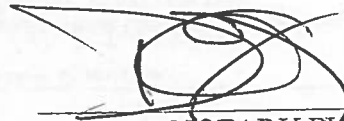
IN WITNESS WHEREOF, I hereby affix my signature this 16th day of

November, 2017

APPLICANT:


(Signature of Applicant)

SUBSCRIBED AND SWORN to before me this 16th day of
November, 2017



NOTARY PUBLIC

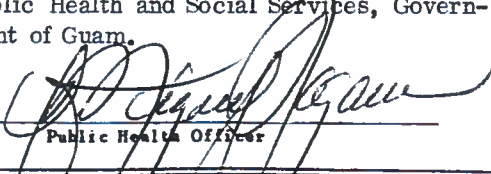
DOLORES A. CRUZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: JAN. 09, 2020
259 Martyr Street, Ste 100 Hagatna, Guam 96910

(REV. 2/68)
Approved 2/20/57

Government of Guam
DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES

Birth Certificate

CERTIFICATE NO. 41433

THIS CHILD	NAME (First) (Middle) (Last) JUANITA SAN NICOLAS MUNA		
	DATE OF BIRTH July 11, 1941	SEX Female	PLACE OF BIRTH Agana, Guam
FATHER OF CHILD	NAME (First) (Middle) (Last) Juan Flores MUNA		
	RACE N/A	BIRTHPLACE N/A	
MOTHER OF CHILD	MAIDEN NAME (First) (Middle) (Last) Guadalupe San Nicolas MUNA		
	RACE N/A	BIRTHPLACE N/A	
REGISTRAR'S CERTIFICATION	DATE REPORTED August 7, 1941	SIGNATURE OF REGISTRAR /s/ F.T.Flores	
ISSUED 4-23-71 (Date)	OFFICIAL CERTIFICATION CERTIFIED to be true and correct as taken from the original Record of Birth in the Office of Vital Statistics, Department of Public Health and Social Services, Govern- ment of Guam.		
	 Public Health Officer		
	SEAL		

MUNA FAMILY TREE

FRATERNAL

MATERNAL

Juan Duenas Muna (DEC) | Rosa Taitano Flores (DEC)

Ramon San Nicolas (DEC) | Remedios Toves (DEC)

Juan Flores Muna (DEC)
Oct 10, 1916 - Oct. 20, 1982

Married

Guadalupe Toves San Nica
Dec. 08, 1916 - March 05, 1981

① Julia M. Terkaje

② Rosa M. Eclavea (Dec)

③ Juan S.N. Muna (Dec)

④ Tonny S.N. Muna

Mary
Paul
Elaine
Ramona
Linda
Ramona
Janet
Joseph (dec)

Edna
Margaret
Tony
Helen
Rosie
Angie (dec)
Jacqueline
Jennifer

Mina
Johnny

Laura
Tanya

⑤ Juanito Muna Cruz

⑥ Vicente S.N. Muna

Janalynn
Davis

Gerald
Melvin
Benjamin
Ria

⑦ Frank S.N. Muna

⑩ Patricia San Nica

⑧ Henry S.N. Muna

⑨ Victor S.N. Muna (Dec)

Kelly
Tamara
Bianca

Victor
John

Tricia
Mariah

Address

Oct 30, 2017, 8:32:07 AM

21 Startop St
Anderson, Nev.
89032

Vicente Muna - P.O. Box 3755, Hagatna, Guam 96932

Henry Muna - (9471 Royal Desert, Las Vegas, NV 89123)

Victor Muna (dec.) - Mongmong General Delivery

Frank Muna - P.O. Box 20205 GMF, Barrigada, Guam 96921

Rosa Eclavea - % Edna Eclavea, P.O.Box 326198, Hagatna, Guam 96932

Julia Terlaje - Yona General Delivery

Juan Muna (dec) - % Chong Hie Muna - 2005 Glynmoore Drive,
Lawrenceville, Georgia

30043

Tony Muna - 11607 Pinnacle Peak Court, Alta Lima, CA 91737

Juanit Cruz - P.O.Box 248, Hagatna, Guam 96932

10000 South Maryland
Parkway Blvd Apt #1059
Las Vegas, NEV 89183

RECORDATION

DEPARTMENT

OF

LAND MANAGEMENT

Government of Guam, Department of Land Management

Office of the Recorder

914821

File for Record is Instrument No.

On the Year 20

17

11

16

Time

11:03

Recording Fee

25

Receipt No.

7798

Deputy Recorder

CLAIM OF INTEREST

THIS INSTRUMENT is made on this _____ day of _____, 20__ by
Juanita M. Cruz whose
mailing address is P.O. Box 248 Hagatna, Gu. 96932 heir to the
Estate(s) of Juan F. Muna

RECITALS

WHEREAS, the above referenced individual(s) are either Original Landowner(s) or an heir of the Original Landowner(s) of that area of real property designated as:

Lot 5294 Municipality of Mangilao
Condemned under Civil Case No. CV 34-50

WHEREAS, the above referenced Original Landowner(s) or heir(s) of the Original Landowner(s) desire to give public notice of meritorious legal claim and title of said Lot.

NOW, THEREFORE, including the recital stated above, the above referenced Original Landowner(s) and heir(s) state and declare the following:

1. The above referenced Original Landowner(s) and heir(s) maintain a meritorious legal claim and title to Lot as described above.
2. The above referenced Original Landowner(s) and heir(s) hereby give public notice of their meritorious legal claim and title to said Lot and that said Lot be returned to the Estate(s) of Juan Flores Muna, by way of said heir(s).

Signature:

Juanita M. Cruz

Print or Type Name:

Juanita M. Cruz

For the Estate(s) of

Juan Flores Muna

Claim of Interest

Lot _____ Municipality of _____

Condemned under Civil Case No. _____

Guam, U.S.A.)
) ss.
City of Hagåtña)

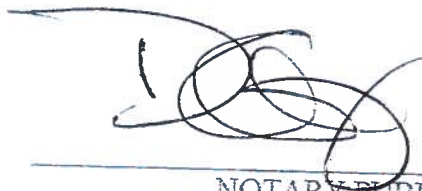
ON THIS 16th day of November, 2017

before me, a Notary Public in and for GUAM, U.S.A., personally appeared

Juanita M. Cruz, heir of the
Estate(s) of Juan Flores Mung, and

he/she acknowledges to me that he/she executed the foregoing instrument on behalf of said
estate, for himself/herself and his/her heir(s), as his/her voluntary act and deed for the purpose
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affix my official seal the
day and year first above written.



NOTARY PUBLIC

DOLORES A. CRUZ

NOTARY PUBLIC

In and for Guam, U.S.A.

My Commission Expires: JAN. 09, 2020

259 Martyr Street, Ste 100 Hagatna, Guam 96910

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(14)
BARRIGADA

RECORDED OWNER	Lot No.	Hect.	Area	Cent.	Appraised Value Land Bldg.	Other
MESA, Juan Chargualaf	2232	4	41	84	71. --	50.
" Ramon Mesa	2325 As Muyao	8	25	19	120. 5.	400.
MINER, Jose Anderson	2294 Lalo	5	71	37	97. 5.	35.
MUNA, Jose Concepcion	Lalo	2	--	--	32. --	110.
" " "	Lalo	2	--	--	32. --	110.
" Juan	Mangilao	4	--	--	64. --	300.
" "	Mangilao	3	--	--	45. --	175.
" Juan Duenas	Pinate	2	--	--	32. --	35.
" Rosa Flores - H.O.	2255 Chalan Pinate	2	20	62	35. --	8.
" " " " "	2256 Chalan Pinate	--	54	62	9. --	35.
MUNOZ, Enrique Cepeda	2077 - Part 2		26	19	39. --	--
" Jose Cepeda - Sr.	5222 Ungaguan	41	82	61	627. 10.	100.
" " " "	2077-Part	4	52	37	77. --	--
" Manuel Cepeda	2077-Part	2	26	19	39. --	--
" Vicente	2091	10	50	70	189. --	--
NAMAULEG, Candelaria - H.O.	2410 Paiguan	3	11	43	53. 10.	75.
PABLO, Manuel Camacho	Adacao	7 9	57	78	153. --	85.
PALACIOS, Jose Tenorio	2181-A	--	27	35	4. --	--
" " "	5193 Tiyan	32	24	23	548. --	200.
" " "	5221	28	45	16	455. --	25.
" " "	5223 Barrigada	43	85	99	658. --	200.
PALOMO, Joaquin Blas	1011-Part Lalo	2	84	32	45. --	250.
" Maria - H.O.	2404 As Muyao	9	05	70	126. --	460.
" " " "	2395 Mangilao	5	43	60	92. --	150.
" Mariano Pangelinan - H.O.	1007 Lalo	5	74	21	98. 30.	250.
PANGELINAN, Ana Pereira - H.O.	2285	9	62	15	164. 60.	100.
" " " " "	2322	2	19	58	35. 15.	72.
" " " " "	2284	2	10	53	35. --	100.
" Catalina Castro	2252 Nalao	2	39	79	41. --	200.
" Francisco Blas - H.O.	2272	4	34	25	78. --	110.
" Francisco Cruz	2262 As Pengao	1	84	24	31. --	95.
" " " "	1072	--	22	82	4. --	--

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Lot	Payee	Dist. #	Amount	Paid?
5290BA	BLAS-MANUEL CRUZ-ESTATE OF	2	\$3254.69	Y
5291BA	TAKANO-LUIS SAN NICOLAS	1	\$7213.59	Y
5291BA	TAKANO-LUIS SAN NICOLAS	2	\$1310.34	Y
5292BA	BORJA-MARIA LUJAN-ESTATE OF	1	\$25410.51	Y
5292BA	BORJA-MARIA LUJAN-ESTATE OF	2	\$6491.33	Y
5293BA	DIAZ-MARIA BLAS-ESTATE OF	1	\$64666.80	Y
5293BA	DIAZ-MARIA BLAS-ESTATE OF	2	\$11438.49	Y
5295BA	FLORES-MARIA BLAS-ESTATE OF	1	\$3156.39	Y
5295BA	UNTALAN-CONCEPCION BLAS-ESTATE OF	1	\$3025.87	
5295BA	FLORES-MARIA BLAS-ESTATE OF	2	\$779.33	Y
5295BA	UNTALAN-CONCEPCION BLAS-ESTATE OF	2	\$779.33	
5296BA	FLORES-MANUEL TAITANO-ESTATE OF	1	\$34560.07	Y
5296BA	FLORES-MANUEL TAITANO-ESTATE OF	2	\$6113.11	
5297BA	CRUZ-JOQUIN CRISOSTOMO-ESTATE	1	\$41878.16	
5297BA	CRUZ-JOQUIN CRISOSTOMO-ESTATE	2	\$13012.25	
5299BA	CONCEPCION-JUANA PANGELINAN-ESTATE	1	\$58562.27	Y
5299BA	CONCEPCION-JUANA PANGELINAN-ESTATE	2	\$12649.85	Y
5327BA	SANTOS-VICENTE BAZA-ESTATE OF	1	\$64416.77	Y
5327BA	SANTOS-VICENTE BAZA-ESTATE OF	2	\$11701.35	Y
5328BA	PALOMO-JOQUIN BLAS-ESTATE OF	1	\$42132.96	Y
5328BA	PALOMO-JOQUIN BLAS-ESTATE OF	2	\$10099.37	Y
5329BA	CASTRO-LUIS PALOMO-ESTATE OF	1	\$3390.03	
5329BA	CASTRO-LUIS PALOMO-ESTATE OF	2	\$969.65	
5330BA	MESA-JOSE SANTOS-ESTATE OF	1	\$86781.78	Y
5330BA	MESA-JOSE SANTOS-ESTATE OF	2	\$14294.63	
5331BA	PABLO-CONCEPCION CRUZ	1	\$17189.99	Y
5331BA	PABLO-JOSE CRUZ-ESTATE OF	1	\$3438.01	Y
5331BA	PABLO-MANUEL CRUZ	1	\$3438.01	Y
5331BA	PABLO-JUAN CRUZ-ESTATE OF	1	\$3438.01	Y
5331BA	PABLO-VICENTE CRUZ	1	\$3438.01	Y
5331BA	PABLO-ANGELINA CRUZ	1	\$3438.01	Y
5331BA	PABLO-JESUS CRUZ	1	\$3438.01	Y
5331BA	PABLO-MARIA CRUZ	1	\$3438.01	Y
5331BA	PABLO-ANA CRUZ	1	\$3438.01	Y
5331BA	CASTRO-MANUELA PABLO	1	\$3438.01	Y
5331BA	CERTEZA-CONCEPCION PABLO	1	\$3438.01	Y
5331BA	PABLO-CONCEPCION CRUZ-ESTATE OF	2	\$3560.56	
5331BA	PABLO-JOSE CRUZ-ESTATE OF	2	\$712.10	Y
5331BA	PABLO-MANUEL CRUZ	2	\$712.10	Y

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agana, Guam
APR 3 - 1957

CLERK

UNITED STATES OF AMERICA,)	
Petitioner,)	CIVIL NO. <u>34-50</u>
vs.)	LOT NO. <u>5294, Suburban</u>
11,825,263 square meters of land,)	MUNICIPALITY <u>Barrigada</u>
more or less, in the Municipality)	TRACT NO. <u>209</u>
of Barrigada, Island of Guam,)	
Marianas Islands, and Pedro L.)	
Cepeda, et al.,)	
Defendants.)	

JUDGMENT

On motion of the UNITED STATES OF AMERICA by H. G. Homme, Jr.,
United States Attorney, and _____, Special Assistant to the United
States Attorney, it appearing that the UNITED STATES OF AMERICA has acknowledged
JUAN DUENAS MUNA, C. I. 2934, represented by JUAN F. MUNA, Attorney-in-Fact

, Defendant(s) herein,

to be the sole owner(s) and claimant(s) of Lot No. 5294, Suburban Estate No.
2086, Land Square 18, Section 1, Unit(s) p, in the
Municipality of Barrigada, Territory of Guam, being land included and deter-
mined to be within the area of the perimeter description defining the property taken in this
proceeding;

And it further appearing that the Defendant(s) herein above named entered a
general appearance in this proceeding, waived service of summons and any and all other
process and notice in this proceeding, waived all right to a hearing on the petition and
pleadings filed herein and to a hearing or trial on the issue of just compensation, and
consented to the entry by this Court of all orders, judgments and decrees necessary and
appropriate to effectuate the said stipulation;

And it further appearing that the UNITED STATES OF AMERICA and the above own-
er(s) and claimant(s), by stipulation filed in this proceeding, have agreed that the sum of
THREE HUNDRED AND SIXTY AND NO/100 DOLLARS (\$ 360.00),

✓ D C R S

inclusive of interest, which sum is now on deposit in the Registry of the Court, represents the full, just and adequate compensation for the taking by the UNITED STATES OF AMERICA of ~~Fee Simple Title Absolute~~ ~~XXX LEASEHOLD ESTATE XXX~~ in all or a portion of said land, as described in the petition for condemnation and declaration of taking filed herein, and that such Defendant(s) ^{is}_{are} the person(s) entitled to receive said compensation;

IT IS THEREFORE this _____ day of APR 5 - 1957, 19____ ORDERED, ADJUDGED AND DECREED that judgment be entered against the UNITED STATES OF AMERICA in the amount of

THREE HUNDRED AND SIXTY AND NO/100 DOLLARS

(\$ 360.00) and said amount is hereby awarded as follows:

JUAN DUENAS MUNA, C. I. No. 2934, represented by
JUAN F. MUNA, Attorney-in-Fact

IT IS FURTHER ORDERED that the Clerk of the District Court of Guam shall pay said sum as above indicated by check drawn on the funds deposited in the Registry of this Court, countersigned by the Judge of this Court, upon taking proper receipt therefor, and the Clerk of the Court shall enter a notation on the docket to the effect that this judgment has been paid off in full.


Judge, District Court of Guam

This judgment entered of record this

_____ day of _____, 19____

Clerk, District Court of Guam

By _____
Deputy

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agana, Guam
APR 5 - 1967 812

[Signature]
CLERK

UNITED STATES OF AMERICA,)
Petitioner,)
vs.)
11,825,263 square meters of land,)
more or less, in the Municipality of)
Barrigada, Island of Guam, Marianas)
Islands, and Pedro L. Cepeda, et al.,)
Defendants.)

CIVIL NO. 34-50
(unofficial designation),
LOT NO. 5294-A/ Suburban
MUNICIPALITY Barrigada
TRACT NO. 264

JUDGMENT

On motion of the UNITED STATES OF AMERICA by H. G. Homme, Jr.,
United States Attorney, and _____, Special Assistant to the United
States Attorney, it appearing that the UNITED STATES OF AMERICA has acknowledged
JUAN DUENAS MUNA, C. I. No. 2934, who disclaimed compensation in favor of
VICENTE M. FLORES

_____, Defendant(s) herein,
(unofficial designation),
to be the sole owner(s) and claimant(s) of Lot No. 5294-A/ Suburban Estate No.
2086-Part, Land Square 18, Section 1, Unit(s) p, in the
Municipality of Barrigada, Territory of Guam, being land included and deter-
mined to be within the area of the perimeter description defining the property taken in this
proceeding;

And it further appearing that the Defendant(s) herein above named entered a
general appearance in this proceeding, waived service of summons and any and all other
process and notice in this proceeding, waived all right to a hearing on the petition and
pleadings filed herein and to a hearing or trial on the issue of just compensation, and
consented to the entry by this Court of all orders, judgments and decrees necessary and
appropriate to effectuate the said stipulation;

And it further appearing that the UNITED STATES OF AMERICA and the above own-
er(s) and claimant(s), by stipulation filed in this proceeding, have agreed that the sum of
SIXTY AND NO/100 DOLLARS (\$ 60.00),

✓ DC R S

AMERICA of Fee Simple Title Absolute ~~XXXXXXXXXXXX~~ in all or a portion of said land,
as described in the petition for condemnation and declaration of taking filed herein, and that
such Defendant(s) ^{is}_{are} the person(s) entitled to receive said compensation;

IT IS THEREFORE this _____ day of APR 5 - 1957, 19____ ORDERED,
ADJUDGED AND DECREED that judgment be entered against the UNITED STATES OF
AMERICA in the amount of _____

SIXTY AND NO/100 DOLLARS

(\$ 60.00) and said amount is hereby awarded as follows: Pursuant to Disclaimer
of Compensation filed herein:
VICENTE M. FLORES

IT IS FURTHER ORDERED that the Clerk of the District Court of Guam shall pay said sum as above indicated by check drawn on the funds deposited in the Registry of this Court, countersigned by the Judge of this Court, upon taking proper receipt therefor, and the Clerk of the Court shall enter a notation on the docket to the effect that this judgment has been paid off in full.


Judge, District Court of Guam

This judgment entered of record this

_____ day of _____, 19____

Clerk, District Court of Guam

By _____
Deputy

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agai. Guam
APR 5 - 1957

CLERK

UNITED STATES OF AMERICA)

Petitioner,)

vs.)

11,825,263 square meters of land,
more or less, in the Municipality
of Barrigada, Island of Guam,
Marianas Islands, and Pedro L.
Cepeda, et al.,)

Defendants)

CIVIL NO. 34-50
(unofficial designation)

LOT NO. 5294-A, / Suburban

MUNICIPALITY Barrigada

TRACT NO. 264

DISCLAIMER

Now comes JUAN DUENAS MUNA, C. I. No. 2934, represented by

JUAN F. MUNA, Attorney-in-Fact

(unofficial designation) a portion of
owner of Lot No. 5294-A, Suburban/Estate No. 2086, Municipality of
Barrigada, being land included within the metes and bounds

description contained in the Declaration of Taking in the said condemnation
proceeding, and hereby enters a general appearance in the proceeding, waives
the service of summons and any and all other process or notice, waives all
right to a hearing or trial on the issue of just compensation, disclaims
any and all compensation for the taking of THE FEE SIMPLE TITLE

the said lot, and consents to the payment of any compensation therefor to

VICENTE M. FLORES

Dated at San Juan, Guam, this 16th day of January,
1957.

WITNESSES:

Edward D. Regan
John T. Pineda

JUAN DUENAS MUNA, C. I. No. 2934
attorney in fact
JUAN F. MUNA, Attorney-in-Fact

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agana, Guam

APR 5 - 1957

UNITED STATES OF AMERICA)

Petitioner,)

vs.)

11,825,263 square meters of land,)
more or less, in the Municipality of)
Barrigada, Island of Guam, Marianas)
Islands, and Pedro L. Cepeda, et al.,)
Defendants.)

Come(s) now)

VICENTE M. FLORES)

CIVIL NO. 34-50
(unofficial designation)

LOT NO. 5294-A, Suburban

MUNICIPALITY Barrigada

TRACT NO. 264

STIPULATION

defendant(s) herein, claiming sole ownership of the land condemned herein, and hereby enter(s)
general appearance(s) in this proceeding and hereby waive(s) service of summons and any and
all other process and notice in this proceeding, and hereby waive(s) all right to a hearing on the
petition and pleadings filed herein, and to a hearing or trial on the issue of just compensation, and

IT IS STIPULATED AND AGREED by and between the said defendant(s) and the
UNITED STATES OF AMERICA, Petitioner herein, that the sum of

SIXTY AND NO/100 - - - - - DOLLARS, (\$ 60.00),

inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the
UNITED STATES OF AMERICA of all or that portion of Lot No. 5294-A/ (unofficially designated)
a portion of Suburban

/ Estate No. 2066 , Land Square No. 18 , Section No. 1 , Unit(s) p ,

Municipality of Barrigada , included and determined to be within the area of the
property taken in this proceeding, as described and set forth in the Petition for Condemnation
and Declaration of Taking and the respective exhibits attached thereto, as heretofore filed here-
in, together with and including all buildings and improvements thereon, and all appurtenances
thereunto belonging, which sum shall cover all claims of any kind and character whatsoever
for the taking of said lands by the UNITED STATES OF AMERICA, said sum to be distributed
as follows:

VICENTE M. FLORES - - - - - \$ 60.00

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that

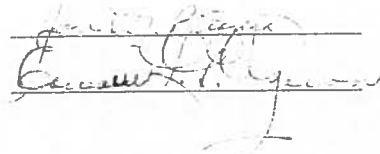
SIXTY AND NO/100 - - - - - DOLLARS (\$ 60.00),

shall be subject to all liens, encumbrances and charges of whatsoever nature existing at the time of the taking of the said land and that any and all awards of just compensation ascertained and awarded in this proceeding and established by judgment herein in favor of any and all other persons having an interest in said lands, now or subsequently named as defendant(s) herein, shall be payable and deductible from the said sum, and

The parties hereto consent to the entry by this Court of all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

Dated at Agana, Guam, this 17th day of January, 1953.

WITNESSES:

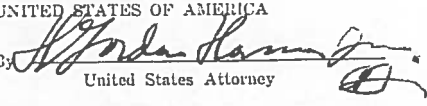


VICENTE M. FLORES

Defendant(s)

UNITED STATES OF AMERICA

By


United States Attorney

Special Assistant to the
United States Attorney
Department of Justice

Central Building
Agana, Guam, M. I.

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agana, Guam

MAY 3 - 1957

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CLERK

UNITED STATES OF AMERICA,

Petitioner,

CIVIL NO. 34-50

(unofficial designation),

LOT NO. 5294-A/ Suburban

VS.

MUNICIPALITY Barrigada

11,825,263 square meters of land,
more or less, in the Municipality of
Barrigada, Island of Guam, Marianas
Islands, and Pedro L. Cepeda, et al.,
Defendants.

TRACT NO. 264

FILED
District Court of Guam
Agana, Guam
JUN 10 1957

RECEIPT AND SATISFACTION

The receipt is hereby acknowledged from Roland A. Gillette, Clerk of the District
Court of Guam, of Check No. 5652 in the sum of \$ 60.00 in full
and complete satisfaction of the judgment entered herein in favor of the undersigned
Defendant (s) in the above entitled cause, and the Clerk of the District Court of Guam is
hereby authorized to satisfy said judgment of record.

Dated at Agana, Guam, this _____ day of APR 17 1957 1953.

VICENTE M. FLORES

Clerk of Court

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NAVY-PD, GUPN

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GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT
LAND RECORDS SECTION

437888

TERRITORY OF GUAM, DEPARTMENT OF LAND MANAGEMENT, OFFICE OF THE RECORDER

INSTRUMENT NUMBER 437888

TYPE OF INSTRUMENT 2 Deed

THIS INSTRUMENT WAS FILED FOR RECORD ON 10

DAY OF JULY 1990 AT 8:35 AM PM

AND DULY RECORDED IN BOOK _____ AT PAGE _____

RECORDED FEE \$ De offi VOUCHER NO. _____

[Signature]
FOR RECORDER

- (1) COMPUTER LISTING _____ 8850
- (2) NUMERICAL INDEX URBAN _____ (SUB) _____ (VOL.) _____ () ()
- (3) ALPHABETICAL GRANTOR (LAND) (MISC.) _____ () ()
- (4) ALPHABETICAL GRANTEE (LAND) (MISC.) _____ () ()
- (5) MARGINAL NOTATION C.T. NO. _____ G.C. NO. _____ () ()
- (6) ISSUANCE OF C.T. NO. _____ G.C. No. _____ () ()
- (7) CANCELLATION OF C.T. NO. _____ G.C. No. _____ () ()
- (8) CHANGES PROPERTY LISTING DAILY SALES DATA NO. _____ () ()
- (9) GRANTORS SOCIAL SECURITY NO. _____ () ()
- (10) GRANTEE'S SOCIAL SECURITY NO. _____ () ()
- (11) MINOR'S NAME _____ DATE OF BIRTH _____ () ()

REMARKS: _____

SCANNED 6-10-11

SCANNED

QUITCLAIM DEED

437888
Contract # WZ-013-Guam

PREAMBLE

This DEED is made this 8th day of June, 1990, between the UNITED STATES OF AMERICA, acting through the Secretary of Education, by Gail Niedernhofer, Administrator for Management Services, ("GRANTOR") pursuant to §203(k) of the Federal Property and Administrative Services Act of 1949, as amended ("Act"), P.L. No. 81-152, 63 Stat. 377, 40 U.S.C. §471 et seq., Reorganization Plan No. 1 of 1953, the Department of Education Organization Act of 1979, P.L. No. 96-88, 93 Stat. 668, 20 U.S.C. §3401 et seq., and the Guam Community College, a political subdivision of the Territory of Guam ("GRANTEE").

I. RECITALS

1. By letter dated April 26, 1990, from the General Services Administration, certain Federal surplus real property located in Barrigada, Guam, known as the GLUP Parcel 1AF, a portion of Andersen A.F.B. Communications Annex No. 2-AJKE and consisting of approximately 252.83 acres ("Property"), was assigned to GRANTOR for disposal upon the recommendation of GRANTOR that the Property is needed for educational purposes in accordance with the provisions of the Act.

2. GRANTEE has made a firm offer to purchase the Property under the provisions of the Act, has applied for a public benefit allowance, and proposes to use the Property for educational purposes as detailed in its application to GRANTOR dated March 12, 1990 ("Application").

3. The General Services Administration has notified GRANTOR that no objection will be interposed to the transfer of the

Property to GRANTEE, and GRANTOR has accepted the offer of GRANTEE.

II. AGREEMENT

4. GRANTOR, in consideration of the foregoing, one dollar, the performance by the GRANTEE of the covenants, conditions, and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release and quitclaim to the GRANTEE, its successors and assigns, all right, title, interest, claim and demand, reserving such rights as may arise from the operation of the conditions subsequent, restrictions and covenants of this Deed, which the UNITED STATES OF AMERICA has in and to the Property, which is more particularly described as follows:

All that tract or parcel of land lying on the eastern half of the Station, bounded by Route 15 right-of-way on the southeastern side, and by the EMR arc on the northwestern side, located at Mangilao, Municipality of Barrigada, Territory of Guam.

Being a portion of the Air Force Global Communications Station (T) Barrigada, as shown and described on Y.&D. Drawing No. 737,133, to which reference is hereby made, and which land area was transferred to the Department of the U.S. Air Force, by SECNAV Letter dated May 4, 1960.

And being a portion of the land included within the perimeter metes and bounds description of "RADIO BARRIGADA AREA NO. 15", which the United States of America (thru U.S. Naval Government of Guam) acquired in condemnation proceedings under Civil Case No. 34-50, the Declaration of Taking (D.T.) filed on June 30, 1950, in the Superior Court of Guam, Island of Guam, Mariana Islands, and said parcel of land being more particularly described as follows:

Beginning at the southwest corner of this parcel of land, a monument "GC-19" on the northerly side right-of-way of Route 15, at P.C. Sta. 55 + 33.09 feet, the grid coordinates of said point of beginning being, 155,210.06 feet (47,308.121 meters) North, and 187,951.20 feet (57,287.641 meters) East, referred to Land and Claims Commission (L&CC) 1945 Survey, triangulation monument

137888

"Barrigada No. 2", and running by courses measured clockwise
by bearings and distances:

1. Due North 2,950.00 feet (899.162 meters
along remainder of
Andersen AFB
Communications Station,
Barrigada Annex;
2. N 49°36'40"E, 1,892.24 feet (576.756 meters)
along remainder of
Andersen AFB
Communication Station,
Barrigada Annex;
3. S 54°57'56.8"E, 699.76 feet (213.287 meters)
along a line tangent to
the EMR arc with radius
of 5,280.00 feet;
4. S 71°11'48.2"E, 1,505.82 feet (458.975 meters)
along a line tangent to
an EMR arc with radius of
5,280.00 feet;
5. S 87°25'39.6"E, 752.91 feet (229.487 meters)
along a line tangent to
an EMR arc with radius of
5,280 feet;
6. S 29°24'12"W, 1,302.23 feet (396.92 meters)
along the northwesterly
side right-of-way of
Route 15;

Thence on curve to the
right with a radius of
2,814.92 feet (858.002
meters) the chord bearing
and distance being:
7. S 32°36'13.5"W, 314.30 feet (95.80 meters);
8. S 35°48'15"W, 1,033.93 feet (314.142 meters)
along the northwesterly
side right-of-way of
Route 15;

Thence on a curve to the
right with a radius of
1,382.71 feet (421.448
meters) the chord bearing
and distance being:

9. S 55°18'43.5"W, 923.46 feet (281.47 meters);
10. S 74°49'12"W, 1,672.56 feet (509.80 meters)
along the northerly side
right-of-way of Route 15;

Thence on a curve to the
right with a radius of
1,547.11 feet (471.56
meters) the chord bearing
and distance being:

11. S 82°24'12.5"W, 408.34 feet (124.46 meters), to
the point of beginning,
and containing an area of

11,013,867.22 SQUARE FEET

= 252.8436 ACRES

= 1,023,225.589 SQUARE
METERS

= 102.3225 HECTARES

The parcel of land hereinabove described is shown and delineated on PACNAVFACENGCOM Drawing No. 7,043,854, marked Exhibit "A", attached hereto and made a part hereof.

SUBJECT, HOWEVER, to all easements whether recorded or unrecorded, across, along, over, and under the hereinabove described parcel of land, belonging to, or in any way vested in others or the United States of America, as the same shall now exist.

5. GRANTEE by acceptance of this Quitclaim Deed agrees that the Property is transferred on an "as is, where is" basis without warranties of any kind either expressed or implied. GRANTEE further agrees that this conveyance is subject to any and all existing easements, rights of way, reservations, and servitudes, whether of record or not.

III. CONDITIONS SUBSEQUENT

6. GRANTEE shall HAVE AND HOLD the Property subject, however, to each of the following conditions subsequent, which

are for the sole benefit of the UNITED STATES OF AMERICA and which shall be binding upon and enforceable against GRANTEE, its successors and assigns as follows:

- (1) For a period of thirty (30) years from the date of this Deed, the Property will be used continuously for educational purposes in accordance with the proposed program and plan of GRANTEE as set forth in its Application and for no other purpose. GRANTOR reserves the right to enter and inspect the Property during said period.
- (2) During the above period of thirty (30) years, GRANTEE will not sell, resell, lease, rent, mortgage, encumber, or otherwise transfer any interest in any part of the Property except as GRANTOR may authorize in advance in writing.
- (3) One year from the date of this Deed and annually thereafter for the period of thirty (30) years, unless GRANTOR directs otherwise, GRANTEE will file with GRANTOR a report on the operation and maintenance of the Property and will furnish, as requested by GRANTOR, such other pertinent information evidencing its continuous use of the Property as required by condition subsequent number 1.
- (4) During the above period of thirty (30) years, GRANTEE will at all times be and remain a tax supported institution or a nonprofit institution, organization,

or association exempt from taxation under §501(c)(3) of the Internal Revenue Code of 1954, as amended.

- (5) For the period during which the Property is used for the purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, GRANTEE hereby agrees that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) §504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent number 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance.

7. The failure of GRANTOR to insist in any one or more instances upon complete performance of the conditions subsequent,

terms, or covenants of this Deed shall not be construed as a waiver of, or a relinquishment of GRANTOR's right to the future performance of any of those conditions subsequent, terms and covenants and the GRANTEE's obligations with respect to such future performance shall continue in full force and effect.

8. In the event of a breach of any of the conditions subsequent or in the event of a breach of any other terms and covenants of this Deed, whether caused by the legal or other inability of GRANTEE, its successors and assigns, to perform any of the terms and conditions of this Deed, at the option of the UNITED STATES OF AMERICA, all right, title and interest in and to the Property shall, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to entry thereon, and the GRANTEE, its successors and assigns, shall forfeit all right, title, and interest in and to the Property and in and to any and all of the tenements, hereditaments, and appurtenances thereto.

9. In the event the GRANTOR fails to exercise its options to reenter the Property or to revert title thereto for any breach of conditions subsequent numbered 1, 2, 3, and 4 of Paragraph 6 of this Deed within thirty one (31) years from the date of this conveyance, conditions subsequent numbered 1, 2, 3, and 4 of said Paragraph 6, together with all rights to reenter and revert title for breach of those conditions, will, as of that date, terminate and be extinguished.

10. The expiration of conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed and the right to reenter and revert title for breach thereof, will not affect the obligation of GRANTEE, its successors and assigns, with respect to condition subsequent 5 of Paragraph 6 or the right reserved to GRANTOR to reenter and revert title for breach of condition subsequent 5.

IV. COVENANTS

11. GRANTEE, by the acceptance of this Deed, covenants and agrees for itself, its successors and assigns, that in the event GRANTOR exercises its option to revert all right, title, and interest in and to the Property to GRANTOR, or GRANTEE voluntarily returns title to the Property in lieu of a reverter, the GRANTEE shall provide protection to and maintenance of the Property at all times until such time as the title to the Property or possession of the Property, whichever occurs later in time, is actually reverted or returned to and accepted by GRANTOR. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 C.F.R. Part 101-47.4913) now in effect, a copy of which is referenced in the GRANTEE's Application.

12. GRANTEE, by the acceptance of this Deed, covenants that, at all times during the period that title to the Property is vested in GRANTEE, its transferees or assigns, subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, it will comply with all provisions of the following: the National Environmental Policy Act of 1969, as amended, 42 U.S.C.

§4321 et seq., including the preparation of environmental impact statements, as required (See 42 U.S.C. §4332); the National Historic Preservation Act of 1966, as amended (P.L. No. 89-665); Executive Order No. 11988, 44 Fed. Reg. 43239 (1979) reprinted in 42 U.S.C.A. §4321 app. at 188-189 (1987), governing floodplain management; Executive Order No. 11990, 42 Fed. Reg. 26961 (1977), reprinted in 42 U.S.C.A. §4321 app. at 197-198 (1987), governing protection of wetlands; Federal Property Management Regulations, 41 C.F.R. 101-47.304-13; 41 C.F.R. 101-47.200 et seq., 53 Fed. Reg. 29892 (1988), provisions relating to asbestos; and other appropriate guidelines, laws, regulations or executive orders, federal, state or local, pertaining to floodplains, wetlands or the future use of this Property.

13. GRANTEE, by acceptance of this Deed, covenants and agrees for itself, its successors and assigns, and every successor in interest to the Property herein conveyed or any part thereof that it will comply with the requirements of (a) Title VI of the Civil Rights Act of 1964 (P.L. No. 88-352), 42 U.S.C. §2000d et seq.; (b) Title IX of the Education Amendments of 1972 (P.L. No. 92-318), 20 U.S.C. §1681 et seq.; (c) Section 504 of the Rehabilitation Act of 1973 (P.L. No. 93-112), 29 U.S.C. §794 et seq.; and all requirements imposed by or pursuant to the Regulations (34 C.F.R. Parts 12, 100, 104 and 106) issued pursuant to the Act and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, or handicap, be excluded from participation in, be

denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition subsequent 1 above or under any other program or activity of the GRANTEE, its successors and assigns, to which such Acts and Regulations apply by reason of this conveyance. This covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by GRANTOR or for another purpose involving the provision of similar services or benefits, and shall in any event, and without regard to technical classifications or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit of, in favor of and enforceable by GRANTOR against GRANTEE, its successors and assigns, for the Property, or any part thereof. In the event of a breach of this covenant by GRANTEE or by its successors or assigns, GRANTOR, may, in addition to any right or remedy set forth in this agreement, avail itself of any remedy authorized by the violated statutes or regulations.

14. In the event title to the Property or any part thereof is reverted to the UNITED STATES OF AMERICA for noncompliance or is voluntarily reconveyed in lieu of reverter, GRANTEE, its successors or assigns, shall at the option of GRANTOR, be responsible for and be required to reimburse the UNITED STATES OF AMERICA for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alternations and conversions made by the GRANTEE and approved by the GRANTOR, to adapt the Property to the educational use for which the Property

was transferred. GRANTEE shall, in addition thereto, reimburse GRANTOR for damage it may sustain as a result of such noncompliance, including but not limited to costs incurred to recover title to or possession of the Property.

15. GRANTEE may seek abrogation of the conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed by:

- a. Obtaining the advance written consent of the GRANTOR; and
- b. Payment to the UNITED STATES OF AMERICA a sum of money equal to the fair market value of the property to be released from the conditions as of the effective date of the abrogation:

- (1) multiplied by the percentage public benefit allowance granted at the time of conveyance,
- (2) divided by 360, and
- (3) multiplied by the number of months, or any portion thereof, of the remaining period of restrictions to be abrogated.

16. GRANTEE, by acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part or interest thereof is at any time within the period of thirty (30) years from the date of this conveyance sold, leased, mortgaged, encumbered or otherwise disposed of or used for purposes other than those designated in condition subsequent 1 above without the written consent of GRANTOR, all revenues therefrom and the reasonable value, as determined by GRANTOR, of any other benefits to GRANTEE deriving

directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use, shall be considered to have been received and held in trust by GRANTEE for the UNITED STATES OF AMERICA and shall be subject to the direction and control of GRANTOR; but the provisions of this paragraph shall not impair or affect the rights reserved to GRANTOR under any other provision of this Deed.

17. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that title to the Property is vested in GRANTEE subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, GRANTEE shall at its sole cost and expense keep and maintain the Property and the improvements thereon, including all buildings, structures and equipment at any time situate upon the Property, in good order, condition and repair, and free from any waste whatsoever.

18. GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that at all times during the period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed it shall not engage in, authorize, permit or suffer the extraction or production of any minerals from the Property without the written consent of GRANTOR.

GRANTEE, by the acceptance of this Deed, further covenants and agrees for itself, its successors and assigns, that should an extraction or production of minerals including but not limited to oil, gas, coal, and sulphur on or under the described Property

occur during that period that it holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed (i) it will hold all payments, bonuses, delayed rentals, or royalties in trust for GRANTOR and (ii) that all net revenues and proceeds resulting from the extraction or production of any minerals including, but not limited to, oil, gas, coal or sulphur, by GRANTEE, its successors and assigns, will be held in trust for and promptly paid to GRANTOR. The listing of certain minerals shall not cause the doctrine of ejusdem generis to apply. Nothing herein shall be construed as authorizing the GRANTEE to engage in the extraction or production of minerals in, on, or under the Property.

19. GRANTEE, by acceptance of this Deed, covenants that, upon the recording by the UNITED STATES OF AMERICA of a Notice of Entry, all right, title and interest in and to the Property shall pass to and become the property of the UNITED STATES OF AMERICA, which shall have an immediate right to enter thereon, and the GRANTEE, its successors and assigns, shall immediately and quietly quit possession thereof and forfeit all right, title, and interest in and to the Property in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, conveying all right, title and interest conveyed to it in this Deed except for encumbrances authorized and approved by the GRANTOR in writing as provided in condition subsequent 2 of Paragraph 6 of this Deed.

20. If the GRANTEE, its successors or assigns, shall cause the Property and/or any improvements thereon to be insured

against loss, damage or destruction, or if the GRANTOR requires such insurance while the Property is subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed, and any such loss, damage or destruction shall occur during the period GRANTEE holds title to the Property subject to conditions subsequent 1, 2, 3, and 4 set forth in Paragraph 6 of this Deed, said insurance and all moneys payable to GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by GRANTEE for the purpose of repairing, and restoring the Property to its former condition or replacing it with equivalent or more suitable facilities; or, if not so used, shall be paid over to the Treasurer of the United States in an amount equal to the unamortized public benefit allowance of the Property multiplied by the current fair market value of the improvements lost, damaged or destroyed. If the Property is located in a floodplain, GRANTEE will, during the period it holds title subject to conditions subsequent 1, 2, 3, and 4 of Paragraph 6 of this Deed insure the Property and any machinery, equipment, fixtures, and furnishings contained therein against loss, damage, or destruction from flood, to the maximum limit of coverage made available with respect to the Property under §102 of the Flood Disaster Protection Act of 1973 (P.L. No. 93-234). Proceeds of such insurance will be used as set forth above.

21. GRANTEE further covenants to pay damages for any time period held over beyond the time period stated in a demand to quit possession of the Property at the fair market rental value

plus reasonable attorneys fees and costs of the GRANTOR in securing the return of the Property.

22. All covenants, conditions subsequent and restrictions contained in this Deed shall run with the land and be binding upon GRANTEE, its successors and assigns, to all or any part of the Property. All rights and powers reserved to GRANTOR by the Deed may be exercised by any successor in function to GRANTOR, and all references in this Deed to GRANTOR shall include its successor in function. All covenants and conditions subsequent contained herein are for the sole benefit of GRANTOR and may be modified or abrogated by it as provided in the Act.

V. SIGNATURES

TO INDICATE THEIR AGREEMENT to the provisions contained in this agreement, GRANTOR and GRANTEE have executed this document as the date and year first above written.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of Education
GRANTOR:

By: Gail Niedernhofer
Gail Niedernhofer
Administrator for Management
Services, U.S. Department of
Education, Washington, DC

WITNESSES:

[Signature]
April A. Beynolds

ACCEPTANCE

The Guam Community College, acting through its Board of Trustees, GRANTEE, hereby accepts this Quitclaim Deed and accepts

and agrees to all the terms, covenants, conditions subsequent,
and restrictions contained therein.

Guam Community College
Acting by and through its
Board of Trustees
GRANTEE:

By:

John C. Salas
John C. Salas, Chairman
Board of Trustees
Guam Community College

WITNESSES:

F. A. B. B. B.

[Signature]

Joseph F. Ada
Joseph F. Ada, Governor
Territory of Guam

ACKNOWLEDGMENTS

WASHINGTON)

DISTRICT OF COLUMBIA)

On this 8th day of June, 1990, personally
appeared before me, a Notary Public in and for the District of
Columbia, Gail Niedernhofer, Administrator for Management
Services, United States Department of Education, acting for the
United States of America and the Secretary of Education, known to
me to be the same person whose name is subscribed to the
foregoing instrument and acknowledged to me that she executed the
same on the date hereof as her free and voluntary act and deed
for the purposes and consideration therein expressed and with
full authority and as the act and deed of the United States of
America and the Secretary of Education.

IN WITNESS WHEREOF, I have set my hand and seal at
Washington, DC, this 8th day of June, 1990.

Harry Goldman
Notary Public

My Commission Expires: August 31, 1993

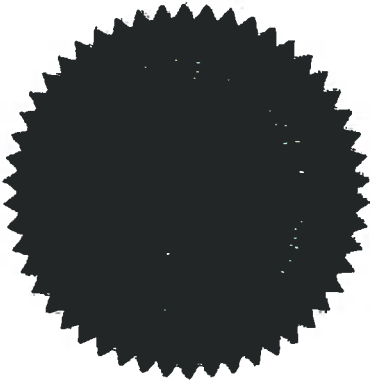
TERRITORY OF GUAM)

On this 16th day of July, 1990, personally appeared before me, a Notary Public in and for the Territory of Guam, John C. Salas, Chairman, Board of Trustees, Guam Community College, to me known to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on the date hereof as his free and voluntary act and deed for the purposes and consideration therein expressed and with full authority and as the act and deed of the Board of Trustees of the Guam Community College.

IN WITNESS WHEREOF, I have set my hand and seal on this 16th day of July, 1990.

Barbara J.V. Santos
Notary Public

My Commission Expires: 9-2-92



BARBARA J.V. SANTOS
Notary Public in and for the
Territory of Guam.
My Commission Expires: 9/2/92

[illegible]

EXHIBIT "A"

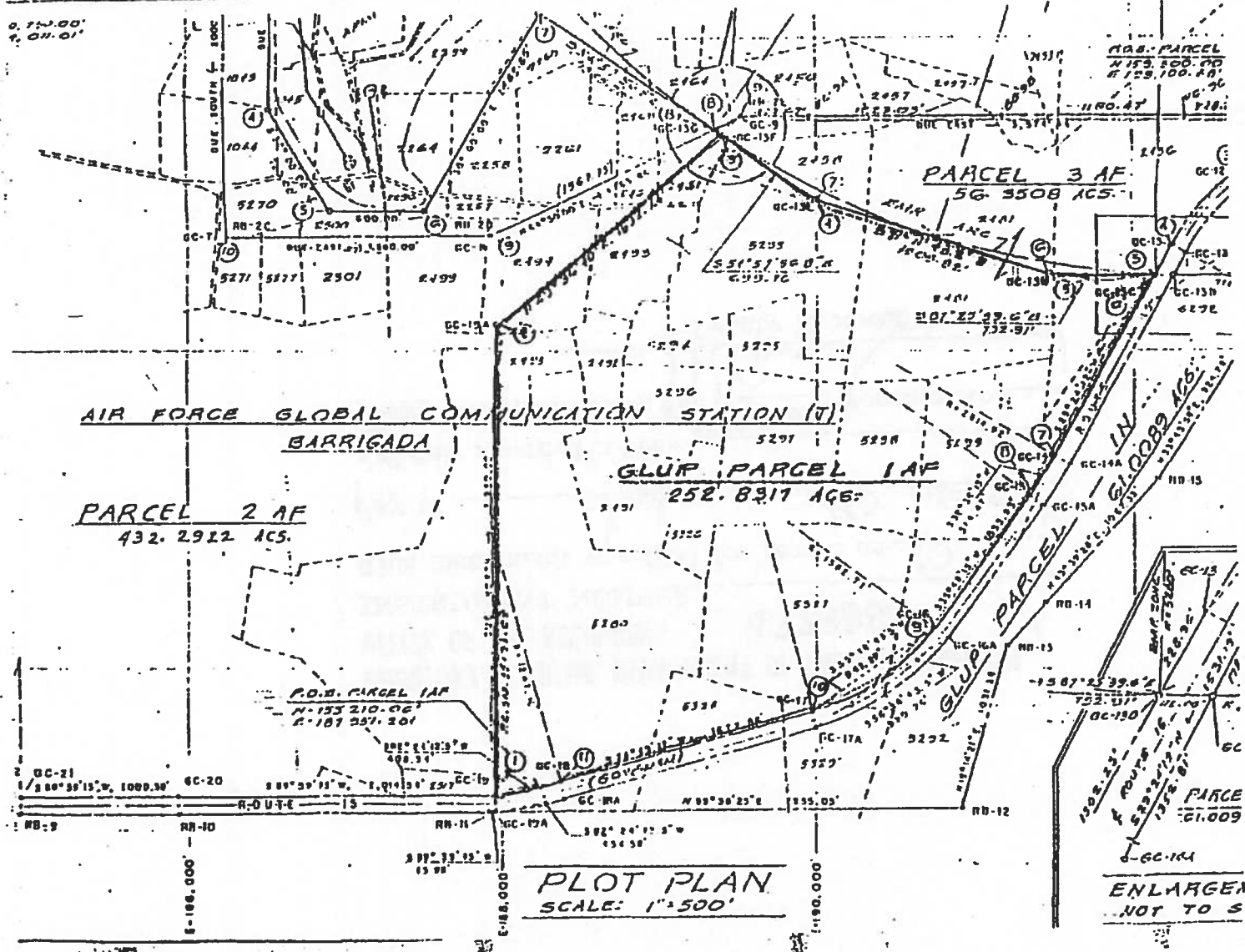


EXHIBIT "A" to Guttsman Deed

**TERRITORY OF GUAM, DEPARTMENT OF LAND MANAGEMENT
OFFICE OF THE RECORDER**

437888

INSTRUMENT NUMBER

This instrument was filed for record on 10

Day of July, 1990, at 8:35 A.M. P.M.

It was duly recorded in Book _____ at Page _____

_____, Recording Fee DE OFFICIO Voucher No. _____

J. H. Amie
Deputy Recorder

**E
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B
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T

E**

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

November 21, 2011

Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'trentai Unu Na Liheslaturan Guåhan
155 Hesler Street
Hagåtña, Guam 96910

31-11-1125
Office of the Speaker
Judith T. Won Pat, Ed. D. 11/21/11
Date 11/21/11
Time 4:49 PM
Received by [Signature]

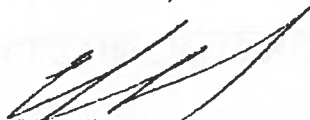
Dear Madame Speaker:

Transmitted herewith is Bill No. 206-31 (COR), "AN ACT TO ADD A NEW SUBSECTION (h) TO §80105 OF CHAPTER 80, DIVISION 2 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO THE TRANSFER OF PROPERTIES UNDER THE JURISDICTION OF GUAM COMMUNITY COLLEGE TO THE JURISDICTION OF THE GUAM ANCESTRAL LANDS COMMISSION", which I signed into law on November 17, 2011 as Public Law 31-134.

I have always been steadfast in my position in favor of returning ancestral lands to their original landowners and have endeavored to accomplish this, particularly where government-owned land is available for use by the public entity. In this instance, the "Legislative Findings and Intent" section of P.L. 31-134 notes that there is government of Guam-owned land which may be available to GCC for its purposes, including expansion of its campus, thereby justifying the return of the ancestral lands. While I support the intent of Bill 206, it stops short of substituting the original ancestral land with government of Guam property upon which GCC might expand its campus, or for any other purpose it deems appropriate.

Under the circumstances, therefore, it is reasonable and fair for the government of Guam to provide GCC with real property that is comparable to the property that will be returned to the Ancestral Lands Commission so that GCC may not be disadvantaged by the passage of P.L. 31-134. Thus, I will be submitting proposed legislation to provide that the Chamorro Land Trust Commission identify lands that may be conveyed to GCC to replace the real property transferred under P.L. 31-134.

Senseramente,


EDDIE BAZA CALVO

Attachment: copy of Bill

I MINA'TRENTAI UNU NA LIHESLATURAN GUÅHAN
2011 (FIRST) Regular Session

CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUÅHAN

This is to certify that Bill No. 206-31 (COR), "AN ACT TO ADD A NEW SUBSECTION (h) TO §80105 OF CHAPTER 80, DIVISION 2 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO THE TRANSFER OF PROPERTIES UNDER THE JURISDICTION OF GUAM COMMUNITY COLLEGE TO THE JURISDICTION OF THE GUAM ANCESTRAL LANDS COMMISSION," was on the 8th day of November, 2011, duly and regularly passed.



Judith T. Won Pat, Ed.D.
Speaker

Attested:



Tina Rose Muña Barnes
Legislative Secretary

This Act was received by I Maga'lahaen Guåhan this 9th day of Nov., 2011, at
4:25 o'clock P.M.



Assistant Staff Officer
Maga'lahaen's Office

APPROVED:



EDWARD J.B. CALVO
I Maga'lahaen Guåhan

Date:

NOV 17 2011

Public Law No. 31-134

I MINA'TRENTAI UNU NA LIHESLATURAN GUÅHAN
2011 (FIRST) Regular Session

Bill No. 206-31 (COR)

Introduced by:

v. c. pangelinan
T. C. Ada
V. Anthony Ada
F. F. Blas, Jr.
B. J.F. Cruz
Chris M. Dueñas
Judith P. Guthertz, DPA
Sam Mabini, Ph.D.
T. R. Muña Barnes
Adolpho B. Palacios, Sr.
R. J. Respicio
Dennis G. Rodriguez, Jr.
M. Silva Taijeron
Aline A. Yamashita, Ph.D.
Judith T. Won Pat, Ed.D.

**AN ACT TO *ADD* A NEW SUBSECTION (h) TO §80105
OF CHAPTER 80, DIVISION 2 OF TITLE 21, GUAM
CODE ANNOTATED, RELATIVE TO THE TRANSFER
OF PROPERTIES UNDER THE JURISDICTION OF
GUAM COMMUNITY COLLEGE TO THE
JURISDICTION OF THE GUAM ANCESTRAL LANDS
COMMISSION.**

BE IT ENACTED BY THE PEOPLE OF GUAM:

Section 1. Legislative Findings and Intent. *I Liheslaturan Guåhan* finds

that prior to the enactment of the Organic Act, the United States of America

administered island wide leaseholds on private property from July 1, 1946, to June

1 30, 1947, pursuant to District Court of Guam Civil Case No. 15-47. Furthermore,
2 island wide leasehold continued under the District Court of Guam, Civil Case No.
3 3-48 from July 1, 1947, to June 30, 1948, in Civil Case No. 1-49 from July 1,
4 1948, to June 30, 1949, and in Civil Case No. 1-50 from July 1, 1949, to June 30,
5 1950. Condemnation of private property subsequently occurred on June 30, 1950,
6 pursuant to District Court of Guam Civil Case No. 34-50.

7 On June 8, 1990, the United States of America, acting by and through the
8 Secretary of Education, Gail Niedemhofer, Administrator for Management
9 Services, United States Department of Education, conveyed certain real property
10 situated in *Barrigada*, known as the GLUP Parcel 1AF, a portion of Andersen Air
11 Force Base Communications Annex No. 2-AJKE, consisting of approximately
12 252.83 acres, and NAVCAMS WESTPAC Parcel IN, consisting of approximately
13 61.45 acres to the Guam Community College (GCC).

14 *I Liheslaturan Guåhan* further finds that the GCC has held the property for
15 over twenty (20) years, and has *not* developed the property. It has instead invested
16 tens of millions of dollars in upgrading and expanding its facilities at the existing
17 *Mangilao* campus. The current site of the *Mangilao* campus contains large land
18 areas yet to be developed, which could accommodate the GCC's future expansion
19 plans. Furthermore, surrounding property abutting the campus remains the property
20 of the government of Guam, which can be made available to the GCC for even
21 more expansion.

22 *I Liheslaturan Guåhan* further finds that there were several families who
23 lived on the land and owned the property conveyed to GCC, and were unjustly
24 removed from their land when the United States of America condemned it.

25 It has been more than sixty-four (64) years that these families have had to
26 endure the perpetual injustices imposed upon them by the land taking, and further
27 exacerbated by never being appropriately compensated for their loss.

1 *I Liheslaturan Guåhan* intends to right the wrong by returning the lands to
2 the original land owners and/or their heirs. Any further delay would only continue
3 the cycle of injustices to these families.

4 *I Liheslaturan Guåhan* further intends to transfer the aforementioned
5 properties currently in the GCC inventory to the Guam Ancestral Lands
6 Commission as the suitable custodian of lands returned from the United States of
7 America.

8 **Section 2.** A new Subsection (h) is hereby *added* to §80105 of Chapter 80,
9 Division 2 of Title 21, Guam Code Annotated, to read:

10 “(h) GLUP Parcel 1AF, a portion of Andersen Air Force Base
11 Communications Annex No. 2-AJKE, consisting of approximately 252.83
12 acres, and certain Federal surplus real property located in *Barrigada*, known
13 as the NAVCAMS WESTPAC Parcel IN, consisting of approximately 61.45
14 acres *shall* be transferred and deeded to the Guam Ancestral Land
15 Commission (GALC) within thirty (30) days of the enactment of this Act.
16 The GALC *shall* dispose of the land parcels and lots transferred by this Act
17 in a manner consistent with and pursuant to its enabling legislation and its
18 mandates.”

19 **Section 3.** The above mentioned property *shall* be zoned as Agricultural
20 Zone (A).

21 **Section 4.** The Department of Land Management *shall* plot, plan, design,
22 and provide, within sixty (60) days of the enactment of this Act, an aerial overlay
23 map delineating all road easements, bull-cart trails, and public access as to
24 determine such access or easements location in relation to the return subject lot that
25 no lot is landlocked. The overlay *shall* show all original lot lines generally, and
26 *shall* be transmitted to the Speaker of *I Mina'Trentai Unu Na Liheslaturan*
27 *Guåhan*.

1 **Section 5. Designation of Real Estate Taxes to the Guam Community**
2 **College.** All real estate taxes assessed on the properties returned to the original
3 landowners and any subsequent owners, and on subsequent improvements, *shall* be
4 deposited to the Guam Community College Endowment Fund for the purpose of
5 funding improvements and operations of the College, pursuant to GCC Board
6 policy.

7 **Section 6. Severability.** *If* any of the provisions of this Act or the
8 application thereof to any person or circumstance is held invalid, such invalidity
9 *shall not* affect any other provision or application of this Act which can be given
10 effect without the invalid provision or application, and to this end the provisions of
11 this Act are severable.

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GOVERNMENT OF GUAM
DEPARTMENT OF LAND MANAGEMENT

836682

OFFICE OF THE RECORDER					
RECORDING DATE: MAY 16 2012			836682		NO. PAGE: 5
FILE TIME		FILING FEES		RECEIPT NO:	
A.M.	P.M.	DE-OFFICIO			
8:44					
Appointed Deputy Recorders for Ex-Officio Recorder			Signature of Recorder		
<i>Lisa D. Mangger</i> ; Jane T. Yamasaki; Victoria C. Torres; Amy T. Bautista; Joel Antenor Cruz; Lisa P. Cruz; Norma Manglona					
MARK (X) TYPE OF INSTRUMENT RECORDED					
<input checked="" type="checkbox"/>	DEED	<input type="checkbox"/>	AFFIDAVIT		
<input type="checkbox"/>	MORTGAGE	<input type="checkbox"/>	RELEASE		
<input type="checkbox"/>	ASSIGNMENT	<input type="checkbox"/>	AMENDMENT		
<input type="checkbox"/>	ADDENDUM	<input type="checkbox"/>	ASSUMPTION		
<input type="checkbox"/>	DECREE	<input type="checkbox"/>	MAP		
<input type="checkbox"/>	ORDERS	<input type="checkbox"/>	JUDGEMENT		
<input type="checkbox"/>	POWER OF ATTORNEY	<input type="checkbox"/>	REVOCATION		
<input type="checkbox"/>	AGREEMENT	<input type="checkbox"/>	TERMINATION		
MARK (X) TYPE OF INSTRUMENT RECORDED					
<input type="checkbox"/>	LEASE	<input type="checkbox"/>	CLAIMS	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	CONTRACT	<input type="checkbox"/>	CANCELLATION	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	CERTIFICATE	<input type="checkbox"/>	NOTICE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	DECLARATION	<input type="checkbox"/>	BILL OF SALE	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	EASEMENT	<input type="checkbox"/>	WITHDRAWAL	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	OTHERS:				
ABSTRACT OF TITLE SUMMARY					
ABSTRACT BY:	DATE	NEW CERTIFICATE OF TITLE NO.	CANCELLED CERTIFICATE OF TILE NO.		
COMMENTS					
DATA ENTRY INFORMATION SECTION					
PROPERTY LISTING NO.					
MUNICIPALITY:					
LOT NUMBER			UNIT OF MEASUREMENT		
BLOCK NUMBER			SQUARE METERS		
TRACT NUMBER			SQUARE FEET		
ESTATE NO.					
L.M. NO.					
SEPIA NO.					
DATA ENTRY BY:					
SCANNED BY:					

836682

042612
12-0217

State of Guam, Government of Guam
Department of Land Management Office of the Recorder

File for Record is Instrument No. 836682

On the Year 12 Month 05 Day 16 Time 8:44

Recording Fee DE-OFFICIO Receipt No.

Deputy Recorder Josa Manggar

QUITCLAIM DEED

THIS INDENTURE, made this 15th day of MAY, 2012 between the Guam Community College ("GRANTOR"), represented by Gina Y. Ramos, Chairperson, and the GUAM ANCESTRAL LANDS COMMISSION, a Government of Guam Agency ("GRANTEE"):

WITNESSETH:

WHEREAS, On June 8, 1990, the United States of America, acting by and through the Secretary of Education, Gail Niedernhofer, Administrator for Management Services, United States Department of Education, conveyed certain real property situated in *Barrigada*, known as the GLUP Parcel 1AF, a portion of Andersen Air Force Base Communications Annex No. 2-AJKE, consisting of approximately 252.83 acres, and NAVCAMS WESTPAC Parcel 1N, consisting of approximately 61.45 acres to the Guam Community College (GCC).

WHEREAS, the Honorable Edward J.B. Calvo, *I Maga'låhen Guåhan*, approved and signed Bill 206-31(COR) into law on November 17, 2011 as Public Law 31-134

WHEREAS, Guam Public Law 31-134 adds a new Subsection (h) to §80105 of Chapter 80, Division 2 of Title 21, Guam Code Annotated, to read:

(h) GLUP Parcel 1AF, a portion of Andersen Air Force Base Communications Annex No. 2-AJKE, consisting of approximately 252.83 acres, and certain Federal surplus real property located in *Barrigada*, known as the NAVCAMS WESTPAC Parcel 1N, consisting of approximately 61.45 acres *shall* be transferred and deeded to the Guam Ancestral Land Commission (GALC) within thirty (30) days of the enactment of this Act. The GALC *shall* dispose of the land parcels and lots transferred by this Act in a manner consistent with and pursuant to its enabling legislation and its mandates."
Section 3.

TO ALL TO WHOM THESE PRESENTS MAY COME, GREETING:

KNOW YE that the Guam Community College, whose mailing address is P.O. Box 23069 GMF, Barrigada, Guam 96921 (hereinafter referred to as "GRANTOR"), does hereby REMISE,

GRANT, RELEASE AND FOREVER QUITCLAIM unto the GUAM ANCESTRAL LANDS COMMISSION, whose address is 1601/1603 East Sunset Blvd. Tiyan, Guam and whose mailing address is P.O. Box 2950 Hagåtña, Guam 96932 (hereinafter referred to as "GRANTEE"), and to GRANTEE'S successors and assigns, without warranty, expressed or implied, any and all of Grantor's present and future interest in that certain property located on Guam better described more particularly as:

GLUP Parcel 1AF, a portion of Andersen Air Force Base Communications Annex No. 2-AJKE, consisting of approximately 252.83 acres by Quitclaim Deed (Deed) recorded as Instrument Number 437888 in the Department of Land Management and is more particularly described at pages 2 through 4 of the Deed; and certain Federal surplus real property located in *Barrigada, Guam*, known as the NAVCAMS WESTPAC Parcel IN, consisting of approximately 61.45 acres by Quitclaim Deed (Deed) recorded as Instrument Number 437889 in the Department of Land Management and is more particularly described at pages 2 through 4 of the Deed.

TOGETHER with all and singular the rights and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of Grantors either in law or in equity, of, in and to the above-bargained premises.

TO HAVE AND TO HOLD, GRANTOR conveys subject property to GRANTEE(S) so long as GRANTEE(S) use the property for public benefit use, as prescribed by the Guam Excess Lands Act, U.S. Public Law 103-339, 108 Stat. 3116 (1994), Defense Base Closure and Realignment Act of 1990, (Public Law No. 101-510), 10 U.S.C. § 2687 note, as amended, and Guam Public Laws 22-145, 23-23, 23-141, and 25-45 (Chapter 80 of Title 21 G.C.A.), 25-178, 26-36, 26-100 and 27-113.

All of the provisions, conveyances, grants and descriptions contained in this Quitclaim Deed are distinct and severable, and if any provision, conveyance, grant or description is deemed illegal, void or unenforceable, it shall independently be severed there from and shall not affect the validity, legality, or enforceability of any other provision, conveyance, grant, description, or portion thereof.

Water and power may not be immediately available on the property listed above nor within one hundred (100) feet from the property. Grantee(s) understand that they will be responsible for the hookup of water and power at their own expense. The Government is not required to pay for the water and power hookup.

The forgoing document transferring an interest in real property is a deed given for no consideration.

IN WITNESS WHEREOF, the GUAM COMMUNITY COLLEGE, the "GRANTOR" and the GUAM ANCESTRAL LANDS COMMISSION, the "GRANTEE" have caused this deed to be executed and accepted as of the date first written above.

GRANTOR:
GUAM COMMUNITY COLLEGE

By: 
Gina Y. Ramos, Chairperson
Board of Trustees


ACCEPTANCE OF GRANTEE:
GOVERNMENT OF GUAM
Guam Ancestral Lands Commission

By: 
Anita F. Orlino, Chairwoman
Board of Commissioners

Guam Ancestral Lands Commission

By: 
Maria G. Cruz, Secretary/Treasurer
Board of Commissioners

APPROVED AS TO FORM AND CONTENT:

 5/8/12
Leonardo M. Rapadas
Attorney General
GCC 12-0217

APPROVED

 5/15/12
Honorable Edward J.B. Calvo
I Maga'láhen Guáhan

RECEIVED
APR 26 2012
10:35A
Office of the Attorney General
Civil/Solicitor Division

836682

HAGÁTÑA, GUÁHAN) ss:

On this 1st day of March, 2012, before me, a Notary Public, in and for Guam, U.S.A., personally appeared **ANITA F. ORLINO**, Chairperson of the Board of Commissioners and **MARIA G. CRUZ**, Secretary/Treasurer of the Board of Commissioners of the Guam Ancestral Lands Commission, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]

NOTARY PUBLIC

JOEY G. LEON GUERRERO
NOTARY PUBLIC
In and for Guam, USA
My Commission Expires: March 28, 2014
P.O. Box 2930 Hagatna, Guam 96832

HAGÁTÑA, GUÁHAN) ss:

On this 2nd day of April, 2012, before me, a Notary Public, in and for Guam, U.S.A., personally appeared Gina Y. Ramos, Chairperson of the Board of Trustees, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that s/he executed the same as he/his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]

NOTARY PUBLIC

GERALDINE D. DIAZ
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: August 11, 2013
P.O. Box 2930 Hagatna, Guam 96832

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FRANCISCO (FRANK) L.G. CASTRO
PROFESSIONAL REGISTERED LAND SURVEYOR
GUAM #19 CNMI #14 FSM #1
P.O. BOX 1119 HAGATNA, GUAM 96932
PHONE: (671) 687-2746

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Saino-ta
Government of Guam

Received by: Shreena
Date: 12/26/2017 Time: 10:18a.m.

SURVEYOR'S CERTIFICATION

OF LOT NO. 5294,

MUNICIPALITY OF BARRIGADA, GUAM

PURPOSE: Preparation of this instrument could be of use for multiple purposes but at this Juncture, it is primarily intended for submission to the GUAM ANCESTRAL LANDS COMMISSION to serve as a supplemental attestation of the matters of record pertaining to the subject mentioned land case which should be considered by the COMMISSION when hearing and in adjudicating the claims of current ownership as have been submitted by the Heirs of JUAN DUENAS MUNA.


DESCRIPTION OF LAND: In more details, the parcel of land purchased by JUAN DUENAS MUNA is more particularly given on VOLUME 7, PAGE 331 of Guam's Pre-World War II records and subsequently, as shown and delineated on the US Naval Government's Marianas Area Drawing No. 10463 dated November, 1952, a copy of which map is attached hereto, and incorporated herein as EXHIBIT "A". Said Map defines the subject parcel of land as Lot No. 5294 with bearings, distances from corner to corner, coordinate values of each lot corner, area of said parcel, and is reflected as being bounded on the North by Lots 2493 and 5293; on the South by Lot No. 5296; on the East by Lot No. 5295; and on the West by Lot 2492 and 2493. Subject Lot No. 5294 is further shown as containing an over-all area of 2 Hectares, 09 Ares, 79.7 centiares which translates to 5,184 Acres, more or less. Please refer to map under EXHIBIT "A" for more details.

During the year of 1950 and under Civil Case 34-50, the United States Naval Government of Guam, acting for and on behalf of the President of the United States of America had taken the legal action of condemning lands in the Municipality of Barrigada for National Defense Purposes, and one amongst the bunch of lands taken, was that of Lot No. 5294, the subject of this Instrument.

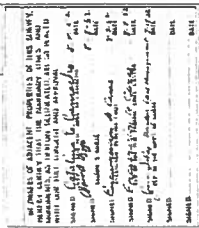
Now that the United States of America has relinquished much of the lands as Radio Barrigada back to Guam, the Heirs of JUAN DUENAS MUNA are asking the GUAM ANCESTRAL LANDS COMMISSION for its favorable consideration into conveying title to what has been mentioned on Lot No. 5294 to the Heirs involved.

CERTIFICATION: This is to certify that I, Francisco Leon Guerrero Castro, Professional Registered Land Surveyor No. 19, in and for the Territory of Guam, is herein certifying that I have visited much of the records of Lot No. 5294, Municipality of Barrigada, Guam and I am hereby certifying that all which are given in the preceding paragraphs are as accurate as I found them on records. In those connections, I am recommending that the COMMISSION render its favorable consideration into conveying title to what has been returned on Lot 5294 to the Heirs of Juan Duenas Muna. The responsibility of having the SUPERIOR COURT OF GUAM in adjudicating the legal Heirs of Juan Duenas Muna; and, in having the returned land surveyed and mapped must be vested with the Claimants.

Certified this 16th day of DECEMBER, 2017.

By: 
Francisco L.G. Castro
PLS #19
Territory of Guam



[illegible][illegible]

REFERENCES

- 184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-1099-1100-1101-1102-1103-1104-1105-1106-1107-1108-1109-1110-1111-1112-1113-1114-1115-1116-1117-1118-1119-1120-1121-1122-1123-1124-1125-1126-1127-1128-1129-1130-1131-1132-1133-1134-1135-1136-1137-1138-1139-1140-1141-1142-1143-1144-1145-1146-1147-1148-1149-1150-1151-1152-1153-1154-1155-1156-1157-1158-1159-1160-1161-1162-1163-1164-11

NOTES

- [illegible]

LEGEND

- [illegible]

GRAPHIC SCALE



C _L	0-97865	2-46	Added reference nos 3 A 5133 off ... last other from same numbers are entered in the folders fast @ 10m	NAC	A.S.E.
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[illegible]

FREDERICK A. HARRIS, INC.
BLANCHARD & MAYER — SELLERS & GAMMON

01-0-015
SUN
MAY 1961
MAY 1961

PROPERTY MAP

LAND SQUARE 10, SECTIONS 1 & 4

APPROVED *N.C.P.* DATE *1-1-68*
MUNICIPALITY OF BARRABRA

10/27/97
FBI OFFICE IN CHARGE

RECEIVED OCT 28 1997

10/27/97

[illegible]

10453

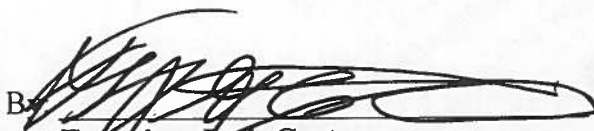
FRANCISCO (FRANK) L.G. CASTRO
PROFESSIONAL REGISTERED LAND SURVEYOR
GUAM #19 CNMI #14 FSM #1
P.O. BOX 1119 HAGATNA, GUAM 96932
PHONE: (671) 687-2746

ADDENDUM TO
SURVEYOR'S PRIOR CERTIFICATION INSTRUMENT
OF LOT NO. 5294, MUNICIPALITY OF MANGILAO, FORMERLY
MUNICIPALITY OF BARRIGADA, GUAM

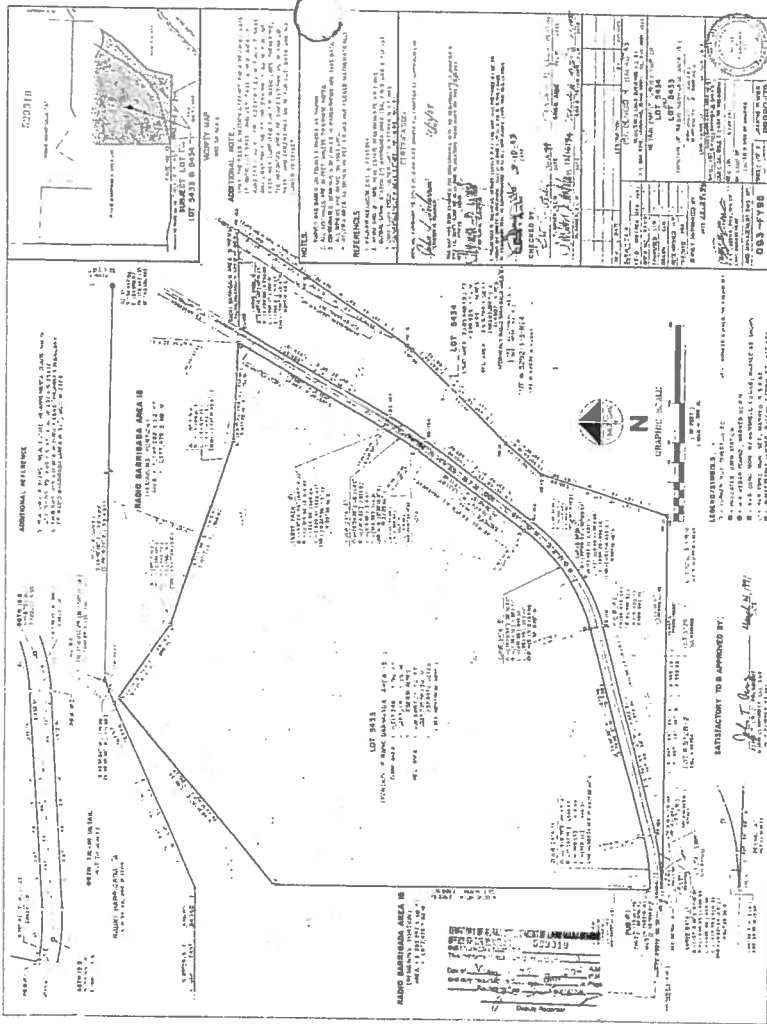
This ADDENDUM is to serve as a supplemental information that following many years of active Naval utilization of the RADIO BARRIGADA AREA for National Defense purposes, the United States of America had undertaken the action of conveying, by a QUITCLAIM DEED, a portion of the said site to the Guam Community College for an intended purposes. The conveyed part to GCC became to be identified as Lot No. 5433 as is shown and delineated on Land Management Data Drawing No. 093-FY95, recorded under Document No. 529019.

There exists within the boundary of Lot No. 5433 numerous privately owned lands once condemned by the United States of America, and one of which is that of Lot No. 5294 once owned by Juan Duenas Muna. For details of Lot 5294, please refer to the US Naval Government Marianas Area Drawing No. 10463 attached on EXHIBIT "A" to my original Certification Instrument of December, 2017. Please note further that I have noted more details of the description of Lot No. 5294 on my original Certification. In the Guam Ancestral Lands Commission finds the necessity into questioning about the description of Lot 5294, I will be glad to come forth.

Dated this 22nd day of DEC., 2017.

B. 
Francisco L.G. Castro
PLS #19
Territory of Guam

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Sainata
Government of Guam
Received by: Joey LG
Date: 12/22/2017 Time: 10:02 am



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10/10/50

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FIRM/BRANCH: CALVO FISHER & JACOB LLP
ATTN: JANALYNN CRUZ DAMIAN
REQ. #93284

TITLE GUARANTY OF GUAM, INC.
HERNAN CORTEZ AVENUE
TITLE GUARANTY BLDG., SUITE 320 HAGATNA, GUAM 96932
P.O. BOX 771 HAGATNA, GUAM 96932
Telephone: (671) 477-7147, 477-8618, 477-2330 and 472-5016/7
Fax: (671) 477-1071
Email: title@tgguam.net; escrow@tgguam.net

ABSTRACT OF TITLE

**LOT NUMBER 5294, MUNICIPALITY OF MANGILAO (Formerly Barrigada),
TERRITORY OF GUAM, ESTATE NUMBER 2086, SUBURBAN**

AGANA VOLUME 4, PAGE 48, ESTATE NUMBER 664

1. URBAN - House of wood and thatch located at San Juan De Letran Street of this City without number. Bordered on the East by the Estate of LUCAS QUIDACHAY, on the West and North by that of JUAN DEL ROSARIO and on the South by the mentioned street.

Made By: COURT OF FIRST INSTANCE
Owner: RITA TAITANO Y. FLORES, Widow
Dated: MARCH 26, 1900

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Sainata
Government of Guam
Joey L.G.
Received by: _____
Date: 2/20/2018 Time: 11:12am

CONTINUED ON NEXT PAGE

ORIGINAL

AGANA VOLUME 7, PAGE 331, ESTATE NUMBER 664

2. URBAN - House of wood and thatch located at San Juan De Letran Street, without number, the description of this number is identical with the appearing on the document now pretended RITIA TAITANO PEREZ, proprietress, is the owner of this Estate. She sells this house to JUAN MUNA DUENAS, Married. The vendor declares that at the possessory information for this Estate an error was committed whereby her name appears recorded on the copy of the said information as RITA TAITANO Y. FLORES, her correct name being RITA TAITANO PEREZ. The Vendee JUAN MUNA DUENAS register his acquisition of this Estate with one other more which is found registered.

Dated: NOVEMBER 14, 1906

AGANA VOLUME 7, PAGE 332, ESTATE NUMBER 2086

1. RURAL - Part of a Estate with coconut and coffee plantation located in Pinate. It being the Eastern part of the Estate, measuring two Hectares and Fifty Ares in surface extension, bordered on the East by Estate of JOAQUIN BLAS formerly of JOSE BLAS, on the West by the rest of the unsold Estate, on the South by Estate of MANUEL FLORES and on the North by part of the Estate of ANTONIO FLORES. RITA TAITANO is the owner of the whole Estate, she sells this part of the Estate to JUAN MUNA DUENAS. That RITA TAITANO Y. FLOREZ correct name is RITA TAITANO PEREZ.

Recorded: NOVEMBER 14, 1906

AGANA VOLUME 11, PAGE 266, ESTATE NUMBER 664

1. URBAN - A lot with the building erected thereon lying and being situated on San Juan De Letran Street Town of Agana. Bordered on the North by the property of LORENZO DE LEON GUERRERO on the East by Street No Name on the South by San Juan De Letran Street and on the West by the property of JUAN DEL ROSARIO FLORES.

Owner: JUAN DUENAS MUNA, Married, had recorded his Title of Possession to the above described property in Volume 7, Page 331, Agana in virtue of Deed of Sale

Dated: NOVEMBER 04, 1916

Recorded: NOVEMBER 20, 1917

CONTINUED ON NEXT PAGE

ORIGINAL

1941 TAX ROLL

Owner: JUAN DUENAS MUNA
Premises: Pinate, Barrigada
Area: 2 Hectares

NOTICE OF LIS PENDENS

CIVIL CASE NO. CV34-50

Plaintiff: NAVAL GOVERNMENT OF GUAM, for and on behalf of the United States of America
Defendants: 11,825,263 +/- square meters of land more or less, in the Municipality of Barrigada, Island of Guam, Marianas Islands and PEDRO L. CEPEDA, Et al
Premises: Unsurveyed
Ostensible Owner: JUAN D. MUNA
Dated: JULY 20, 1950
Recorded: JULY 20, 1950
Document Number: **21812**

DEED OF CONVEYANCE

Grantor: JUAN DUENAS MUNA, Married
Grantee: JUAN FLORES MUNA and GUADALUPE SAN NICOLAS MUNA, His Wife
Note: All that tract or parcel of land situated the place called Pinate, formerly of Agana, now of Barrigada. Area of about 2 Hectares and 50 Ares. And it is bounded on the North by the property of ANTONIO FLORES, on the East by the property of JOAQUIN BLAS formerly of JOSE BLAS, on the South by the property of MANUEL FLORES and on the West by the property of RITA TAITANO. Volume 7, Page 332, Agana, Estate Number 2086, Suburban
Dated: SEPTEMBER 11, 1950
Recorded: SEPTEMBER 26, 1950
Document Number: **22471**

CONTINUED ON NEXT PAGE

ORIGINAL

**DECLARATION OF TAKING
CIVIL CASE NO. CV34-50**

Plaintiff: NAVAL GOVERNMENT OF GUAM, for and on behalf of the United States of America
Defendants: 11,825,263 +/- square meters of land more or less, in the Municipality of Barrigada, Island of Guam, Marianas Islands and PEDRO L. CEPEDA, Et al
Owner: JUAN MUNA DUENAS and GUADALUPE S. NICOLAS MUNA
Purpose: Proposed Boundary of Radio Barrigada
Note: Volume 7, Page 332, Agana
Premises: PL of Pinate, Barrigada
Dated: JUNE 29, 1950
Recorded: SEPTEMBER 28, 1951
Document Number: **23719**

Certificate of Title: 5683
Owner: The NAVAL GOVERNMENT OF GUAM, for and on behalf of the UNITED STATES OF AMERICA
Ref.: 23719
Premises: "Proposed Boundary of Radio Barrigada (Area No. 15)" Civil Case No. 34-50
Area: 11,825,263 Square Meters

**STIPULATION
CIVIL CASE NO. CV34-50**

Petitioner: UNITED STATES OF AMERICA
Defendants: 11,825,263 +/- square meters of land more or less, in the Municipality of Barrigada, Island of Guam, Marianas Islands and PEDRO L. CEPEDA, Et al, JUAN DUENAS MUNA, represented by JUAN F. MUNA, Attorney-in-Fact
Compensation: It is stipulated and agreed by and between that said Defendant and the United States of America, herein the Sum of \$360.00
Premises: Lot 5294, Barrigada
Filed at the District Court of Guam on APRIL 05, 1957

CONTINUED ON NEXT PAGE

ORIGINAL

ATTACHED

POWER OF ATTORNEY, dated 11/11/57

Made By: JUAN DUENAS MUNA

In Favor Of: JUAN FLORES MUNA

JUDGMENT

CIVIL CASE #34-50

Plaintiff: UNITED STATES OF AMERICA

Defendant: 11,825,263 +/- square meters of land more or less, in the Municipality of Barrigada, Island of Guam, Marianas Islands, and PEDRO L. CEPEDA, ETAL

In Favor Of: JUAN DUENAS MUNA, represented by JUAN F. MUNA, Attorney-in-Fact, Owner

Amount: \$360.00

Premises: Lot 5294, Barrigada

Filed at the District Court of Guam on APRIL 05, 1957

QUITCLAIM DEED

Grantor: UNITED STATES OF AMERICA, Acting through the Secretary of Education, by GAIL NIEDERNHOFER, Administrator for Management Services

Grantee: GUAM COMMUNITY COLLEGE, a Political Subdivision of the Territory of Guam

Premises:

- All that tract or parcel of land lying on the Eastern half of the station, bounded by Route 15, Right-of-Way on the South Eastern side and by EMR ARC on the Northwestern side, located at Mangilao, Barrigada
- Being a portion of the Air Force Global Communications Stations (T), Barrigada, as shown and described on Y. & D. Drawing Number 737, B3 to which reference is hereby made and which land area was transferred to the Department of the U.S. Air Force by SECNAV Letter dated 05/04/1960
- And being a portion of the land included within the perimeter metes and bounds description of Radio Barrigada Area #15, which United States of America acquired in condemnation proceeding under Civil Case No. 34-50, the Declaration of Taking filed on 06/30/1950 in the Superior Court.

Dated: JUNE 08, 1990

Recorded: JULY 10, 1990

Document Number: **437888**

CONTINUED ON NEXT PAGE

ORIGINAL

QUITCLAIM DEED

Grantor: UNITED STATES OF AMERICA, Acting through the Secretary of Education, by GAIL NIEDERNHOFER, Administrator for Management Services

Grantee: GUAM COMMUNITY COLLEGE, a Political Subdivision of the Territory of Guam, U.S. Naval Communication Area Master Station, WESTPAC.

Note: RTF Barrigada, Area No. 15

Premises: Land situated at the place called Mangilao, Municipality of Barrigada All that tract or parcel of land located within the Radio Barrigada Area "B" bounded by the Route 15 Right-of-Way on the Westerly side, which were acquired by the United States of America in condemnation proceeding under Civil Case No. 34-50, The Declaration of Taking filed on 06/30/1950, in the Superior Court of Guam

Dated: JULY 06, 1990

Recorded: JULY 10, 1990

Document Number: **437889**

REAL ESTATE REQUIREMENTS SURVEY MAP FOR RADIO BARRIGADA "A", "B-REM" and "C", MUNICIPALITY OF BARRIGADA, NAVFAC DRAWING NUMBER 7943911 TO 7943918

- Premises:
- Lot A-1, Radio Barrigada (Fifty (50') Wide Power Easement)
Area: 14,817 +/- Square Meters
159,483 +/- Square Feet
 - Lot A-2, Radio Barrigada (Fifty (50') Wide Power Easement)
 - Lot A-3, Radio Barrigada (Navy Substation)
 - Lot A-4, Radio Barrigada
Area: 1,312 +/- Square Meters
14,121 +/- Square Feet
 - Lot A-5, Radio Barrigada
Area: 206,232 +/- Square Meters
2,219,850 +/- Square Feet
 - Lot A-6, Radio Barrigada
Area: 1,296,715 +/- Square Meters
13,957,668 +/- Square Feet
 - Lot A-7, Radio Barrigada
Area: 1,515,445 +/- Square Meters
16,312,053 +/- Square Feet

CONTINUED ON NEXT PAGE

ORIGINAL

- Lot A-R7, Radio Barrigada
Area: 5,526,219 +/- Square Meters
59,483,489 +/- Square Feet
- Lot B-REM, Radio Barrigada
Area: 38,578 +/- Square Meters
415,246 +/- Square Feet
- Lot C, Radio Barrigada
Area: 293,078 +/- Square Meters
3,154,613 +/- Square Feet
- Thirty (30') Wide Sewer Easement PARCEL 1
Area: 4,857 +/- Square Meters
52,284 +/- Square Feet
- Power and Sewer Easement PARCEL 2
Area: 21,205 +/- Square Meters
228,260 +/- Square Feet
- Thirty (30') Wide Telephone Easement PARCEL 3
Area: 5,482 +/- Square Meters
59,003 +/- Square Feet

Dated: MARCH 15, 2000

Recorded: JULY 17, 2000

Document Number: **624374**

QUITCLAIM DEED

Grantor: GUAM COMMUNITY COLLEGE

Grantee: GUAM ANCESTRAL LANDS COMMISSION GLUP PARCEL IAF, a portion of Andersen Air Force Base Communication Annex No. 2-AJKE, consisting approximately 252.83 Acres by Quitclaim Deed recorded as instrument number 437888

Premises: In the Department of Land Management and is particularly described at pages 2 through 4 of the Deed and certain Federal Surplus Real Property located in Barrigada known as the NAVCAMS WESTPACT PARCEL in consisting of approximately 61.45 Acres by Quitclaim Deed recorded as instrument number 437889 in the Department of Land Management and is more particularly described at pages 2 through 4 of the Deed.

Dated: MAY 15, 2012

Recorded: MAY 16, 2012

Document Number: **836682**

CONTINUED ON NEXT PAGE

ORIGINAL

**CLAIM OF INTEREST
CIVIL CASE#CV34-50**

Made By: JUANITA M. CRUZ, Heir to the estate of JUAN F. MUNA
Note: Original landowner(s) and heir(s) maintain a meritorious legal claim
and title to Lot 5294, Mangilao
Premises: Lot 5294, Mangilao
Dated: NOVEMBER 16, 2017
Recorded: NOVEMBER 16, 2017
Document Number: **914821**

This abstract of title is to the hour of **8:00 a.m.** on **FEBRUARY 19, 2018.**

TITLE GUARANTY OF GUAM, INC.

By: 

For RYAN MUMMERT

Authorized Signatory

ORIGINAL

GALC CLAIM REGISTRY
NUMBER CR#

ANCESTRAL TITLE and COMPENSATION APPLICATION

Form #3

APPLICANT INFORMATION:

Name of Registered Applicant:	<u>FLORES</u>	<u>ANGELO</u>	<u>UNTALAN</u>	Applicant's Social Security #:	<u>*** - ** - 0823</u>
	Last	First	Middle		
Applicant's Address:	<u>16 GOLONDRINA AVE., BARRIGADA HTS, P.O. BOX 944, HAGATNA, GU.</u>				
	Home Address (House # / Street / Village)				
Applicant's Contact #:	<u>632-7873</u>	Home:	<u>---</u>	Work:	<u>---</u>
				Other:	<u>---</u>
	Mailing Address				
	email:				

PROPERTY INFORMATION:

Property Lot Number:	<u>5294-A / Portion of Lot 5294</u>	Property Tract or Estate:	
Location of Property:	<u>BARRIGADA</u>		
	Area (Square Meters):		

CLAIMANT (ORIGINAL LANDOWNER) INFORMATION:

Person Claimed Holding Ancestral Title (Claimant):	<u>FLORES</u>	<u>VICENTE</u>	<u>MUNA</u>	Applicant's Relationship to Claimant:	<u>SON</u>
	Last	First	Middle		
If Claimant is living please provide:					
Claimant's Address:	Home Address (House # / Street / Village)				
Claimant's Contact #:	Home:		Work:	Mailing Address	
				Other:	

REQUIRED DOCUMENTS TO BE SUBMITTED:

Sworn Affidavit that:
ancestral title has not been extinguished in relation to any part of the land claimed.
all of the statements made in the application are true.
includes all information known to the applicant about interest in relation to any of the land or water concerned that are held by persons other than as ancestral title holders.

Evidence of heirship.

A detailed description and map, if available, of the area over which the ancestral title is claimed.

FOR GUÁHAN ANCESTRAL LANDS COMMISSION USE ONLY - DO NOT MARK

Received by and date:

Date Logged in Database:

Date Scanned:

Angelo U. Flores
Angelo U. Flores

Applicant - please PRINT, SIGN AND DATE

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Saina-ta
Government of Guam
Received by: Deleena
Date: June 2, 2018 Time: 4:35 p.m.

AFFIDAVIT OF APPLICANT

I, ANGELO L. FLORES, being first duly sworn, do hereby state as follows:
(Name of Applicant)

1. That I am the SON of VICENTE MUNA FLORES
(Relationship to Claimant) (Name of Claimant)
(hereinafter referred to as "Claimant").
2. To my knowledge, Claimant was the owner of LOT 5294-A / (portion of LOT 5294)
(Description of Property)
Municipality of BARRIGADA also known as EDA AGAGA
(Historic or Ancestral Property Name)

(hereinafter referred to as "the Property").

3. It is my belief that Claimant's ancestral title to the Property has not been extinguished in relation to any part of the Property.

4. To my knowledge, Claimant is the only party with any interest to the Property.

5. Attached hereto are true and correct copies of documents evidencing my heirship to the Property.

6. The attached is a list of all persons and their last known addresses, who are known to me to be persons with an interest or potential interest to the Property.

7. Should title to the Property be restored in the name of the Claimant who is deceased, I declare that I am qualified to serve as the Administrator of the Claimant's Estate and will ensure that probate for the Claimant is opened and the respective interests accounted for and distributed according to Guam's probate laws.

8. I solemnly swear that the information stated above is true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

IN WITNESS WHEREOF, I hereby affix my signature this 12 day of JUNE, 2018

APPLICANT:

Angelo L. Flores
(Signature of Applicant)

SUBSCRIBED AND SWORN to before me this 12th day of June, 2018.

GUAM ANCESTRAL LANDS COMMISSION
Commissioner Tano' Saino-ta
Government of Guam
Received Shoenm
Date: June 12, 2018 Time: 4:30pm

Patsy Jean T.T. Gogue
NOTARY PUBLIC
PATSY JEAN T.T. GOGUE
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: SEPT. 18, 2018
356 S. Marine Dr., Tamuning, Guam 96913

GOVERNMENT OF GUAM
DEPARTMENT OF MEDICAL SERVICES

Birth Certificate

CERTIFICATE NO. 31412

THIS CHILD	NAME (First) <u>ANGEL AUGUSTO</u> (Middle) <u>UINTAN</u> (Last) <u>FLORES</u>	
	DATE OF BIRTH <u>August 2, 1931</u>	SEX <u>Male</u> PLACE OF BIRTH <u>Agana, Guam, M.I.</u>
FATHER OF CHILD	NAME (First) <u>VICENTE</u> (Middle) <u>MINA</u> (Last) <u>FLORES</u>	
	RACE <u>Guamanian</u>	BIRTHPLACE <u>Guam, M.I.</u>
MOTHER OF CHILD	MAIDEN NAME (First) <u>ANA</u> (Middle) <u>BIAS</u> (Last) <u>UINTAN</u>	
	RACE <u>Guamanian</u>	BIRTHPLACE <u>Guam, M.I.</u>
REGISTRAR'S CERTIFICATION	DATE REPORTED <u>August 6, 1931</u>	SIGNATURE OF REGISTRAR <u>/s/ E.T. Flores</u>
	<p>OFFICIAL CERTIFICATION</p> <p>CERTIFIED to be true and correct as taken from the original Record of Birth in the Office of Vital Statistics, Department of Medical Services, Government of Guam.</p> <p><i>[Signature]</i> <u>L.L.G. Iriarte, Chief of Vital Records Section</u> Public Health Officer</p> <p>SEAL</p>	

HAYT-PPD, GUAM

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Saina-ta
Government of Guam

Received by: [Signature]
Date: 09/18/19 Time: 10:04

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Saina-ta
Government of Guam

Received by: [Signature]
Date: June 19, 2019 Time: 4:32pm

ANTONIO M. FLORES
Soleado Jaques

No children

Pedro M. FLORES

Jose
FELIX

FELIX Taitano Flores
ANNA ANNA

VICENTE M. FLORES
ANNA BLAS LUTALAN

Felix
Angel
Eugenio
JOAN

JUAN M. FLORES
(NO MARRIAGE)

ANNA

JOSE M. FLORES
Keradio Aguan

No children

RITA M. FLORES
Yoshiko (Yumi) SAKAI

ANNA
MARILDE
TOMAS
Felix

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' Saino-ta
Government of Guam

Received by: Sherry
Date: March 20, 2008 Time: 4:30pm

RECORDATION
DEPARTMENT
OF
LAND MANAGEMENT

GOVERNMENT OF GUAM - Department of Land Management
Office of the Recorder

922873

File for Record is Instrument Number

On the Year 20 18 Month 6 Day 13 Time 1119Recording Fee 25 Receipt No. 13173Deputy Recorder Joel Antenor Cruz

JOEL ANTENORCRUZ

CLAIM OF INTEREST

THIS INSTRUMENT is made on this _____ day of _____, 20____ by

ANGELO U. FLORES

, whose

mailing address is P.O. Box 944, HAGATNA, GU, heir to the
96932Estate(s) of Vicente Muna FLORES

RECITALS

WHEREAS, the above referenced individual(s) are either Original Landowner(s) or an heir of the Original Landowner(s) of that area of real property designated as:

Lot 5294A ESTATE 2086 PART, LAHO SQUARE 18, SEC 1
Municipality of BARRIGADA UNIT 2
Condemned under Civil Case No. 34-50 portion of Lot 5294

WHEREAS, the above referenced Original Landowner(s) or heir(s) of the Original Landowner(s) desire to give public notice of meritorious legal claim and title of said Lot.

NOW, THEREFORE, including the recital stated above, the above referenced Original Landowner(s) and heir(s) state and declares the following:

1. The above referenced Original Landowner(s) and heir(s) maintain a meritorious legal claim and title to Lot as described above.
2. The above referenced Original Landowner(s) and heir(s) hereby give public notice of their meritorious legal claim and title to said Lot and that said Lot be returned to the Estate(s) of Vicente Muna FLORES, by way of said heir(s).

Signature: A.U. FloresPrint or Type Name: ANGELO U. FLORESFor the Estate(s) of VICENTE MUNA FLORES

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agana, Guam

APR 5 - 1957

811

[Signature]

CLERK

UNITED STATES OF AMERICA,

Petitioner,

vs.

11,825,263 square meters of land,
more or less, in the Municipality
of Barrigada, Island of Guam,
Marianas Islands, and Pedro L.
Cepeda, et al.,

Defendants.

CIVIL NO. 34-50

LOT NO. 5294, Suburban

MUNICIPALITY Barrigada

TRACT NO. 209

JUDGMENT

On motion of the UNITED STATES OF AMERICA by H. G. Homme, Jr.,
United States Attorney, and _____, Special Assistant to the United
States Attorney, it appearing that the UNITED STATES OF AMERICA has acknowledged
JUAN DUENAS MUNA, C. I. 2934, represented by JUAN F. MUNA, Attorney-in-Fact

, Defendant(s) herein,

to be the sole owner(s) and claimant(s) of Lot No. 5294, Suburban Estate No.
2086, Land Square 18, Section 1, Unit(s) p, in the
Municipality of Barrigada, Territory of Guam, being land included and deter-
mined to be within the area of the perimeter description defining the property taken in this
proceeding;

And it further appearing that the Defendant(s) herein above named entered a
general appearance in this proceeding, waived service of summons and any and all other
process and notice in this proceeding, waived all right to a hearing on the petition and
pleadings filed herein and to a hearing or trial on the issue of just compensation, and
consented to the entry by this Court of all orders, judgments and decrees necessary and
appropriate to effectuate the said stipulation;

And it further appearing that the UNITED STATES OF AMERICA and the above own-
er(s) and claimant(s), by stipulation filed in this proceeding, have agreed that the sum of
THREE HUNDRED AND SIXTY AND NO/100 DOLLARS (\$ 360.00),

GUAM ANCESTRAL LANDS COMMISSION
Kumision I Tano' So'ina-ta
Government of Guam
Received by: *[Signature]*
Date: June 4, 1958 Time: 4:00 PM

✓ D C R S

inclusive of interest, which sum is now on deposit in the Registry of the Court, represents the full, just and adequate compensation for the taking by the UNITED STATES OF AMERICA of ~~XXX LEASEHOLD ESTATE XXX~~ Fee Simple Title Absolute in all or a portion of said land, as described in the petition for condemnation and declaration of taking filed herein, and that such Defendant(s) ^{is} ~~are~~ the person(s) entitled to receive said compensation;


IT IS THEREFORE this _____ day of APR 5 - 1957, 19 _____ ORDERED, ADJUDGED AND DECREED that judgment be entered against the UNITED STATES OF AMERICA in the amount of

THREE HUNDRED AND SIXTY AND NO/100 DOLLARS

(\$ 360.00) and said amount is hereby awarded as follows:

JUAN DUENAS MUNA, C. I. No. 2934, represented by
JUAN F. MUNA, Attorney-in-Fact

IT IS FURTHER ORDERED that the Clerk of the District Court of Guam shall pay said sum as above indicated by check drawn on the funds deposited in the Registry of this Court, countersigned by the Judge of this Court, upon taking proper receipt therefor, and the Clerk of the Court shall enter a notation on the docket to the effect that this judgment has been paid off in full.


Judge, District Court of Guam

This judgment entered of record this

_____ day of _____, 19 _____

Clerk, District Court of Guam

By _____
Deputy

IN THE DISTRICT COURT OF GUAM
TERRITORY OF GUAM

FILED
District Court of Guam
Agana, Guam
APR 5 - 1967 812

[Signature]
CLERK

UNITED STATES OF AMERICA,)
)
Petitioner,)
)
vs.)
)
11,825,263 square meters of land,)
more or less, in the Municipality of)
Barrigada, Island of Guam, Marianas)
Islands, and Pedro L. Cepeda, et al.,)
)
Defendants.)

CIVIL NO. 34-50
(unofficial designation),
LOT NO. 5294-A/ Suburban
MUNICIPALITY Barrigada
TRACT NO. 264

JUDGMENT

On motion of the UNITED STATES OF AMERICA by H. G. Homma, Jr.,
United States Attorney, and _____, Special Assistant to the United
States Attorney, it appearing that the UNITED STATES OF AMERICA has acknowledged
JUAN DUENAS MUNA, C. I. No. 2934, who disclaimed compensation in favor of
VICENTE M. FLORES

_____, Defendant(s) herein,
(unofficial designation),
to be the sole owner(s) and claimant(s) of Lot No. 5294-A/ Suburban Estate No.
2086-Part, Land Square 18, Section 1, Unit(s) p, in the
Municipality of Barrigada, Territory of Guam, being land included and deter-
mined to be within the area of the perimeter description defining the property taken in this
proceeding;

And it further appearing that the Defendant(s) herein above named entered a
general appearance in this proceeding, waived service of summons and any and all other
process and notice in this proceeding, waived all right to a hearing on the petition and
pleadings filed herein and to a hearing or trial on the issue of just compensation, and
consented to the entry by this Court of all orders, judgments and decrees necessary and
appropriate to effectuate the said stipulation;

And it further appearing that the UNITED STATES OF AMERICA and the above own-
er(s) and claimant(s), by stipulation filed in this proceeding, have agreed that the sum of
SIXTY AND NO/100 DOLLARS (\$ 60.00),

✓ D C R S

GUAM ANCESTRAL LANDS COMMISSION
Kunision I Tano' Sain-to
Government of Guam
Received by: *[Signature]*
Date: March 15, 1967
Time: 4:30pm


inclusive of interest, which sum is now on deposit in the Registry of the Court, represents the full, just and adequate compensation for the taking by the UNITED STATES OF AMERICA of ~~XXXXXXXXXXXXXXXXXXXX~~ Fee Simple Title Absolute in all or a portion of said land, as described in the petition for condemnation and declaration of taking filed herein, and that such Defendant(s) ^{is} ~~are~~ the person(s) entitled to receive said compensation;

IT IS THEREFORE this _____ day of APR 5 - 1957, 19 _____ ORDERED, ADJUDGED AND DECREED that judgment be entered against the UNITED STATES OF AMERICA in the amount of

SIXTY AND NO/100 DOLLARS

(\$ 60.00) and said amount is hereby awarded as follows: Pursuant to Disclaimer of Compensation filed herein:
VICENTE M. FLORES

IT IS FURTHER ORDERED that the Clerk of the District Court of Guam shall pay said sum as above indicated by check drawn on the funds deposited in the Registry of this Court, countersigned by the Judge of this Court, upon taking proper receipt therefor, and the Clerk of the Court shall enter a notation on the docket to the effect that this judgment has been paid off in full.



Judge, District Court of Guam

This judgment entered of record this

_____ day of _____, 19 _____

Clerk, District Court of Guam

By _____
Deputy

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GUAM ECONOMIC DEVELOPMENT AND COMMERCE AUTHORITY
AND THE
GUAM ANCESTRAL LANDS COMMISSION LAND BANK TRUST

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the GUAM ECONOMIC DEVELOPMENT AND COMMERCE AUTHORITY ("GEDCA"), a Guam public corporation, and the GUAM ANCESTRAL LANDS COMMISSION LAND BANK TRUST ("TRUST").

RECITALS

WHEREAS, Guam law provides at 21 G.C.A. § 80104 that the Guam Ancestral Lands Commission ("the Commission") shall take title, as Trustees, of former Spanish Crown lands and other non-ancestral lands that are conveyed by the Federal government to the government of Guam ("Trust Lands"), on behalf of ancestral landowners who, by virtue of continued government or public benefit use cannot regain possession or title to their ancestral lands.

WHEREAS, Guam law provides at 21 G.C.A. § 80104 that the Commission shall establish a Guam-based trust to administer all assets and revenues of the Trust Lands and manage the lands, and act as the developer of the lands, if necessary, to the highest and best use.

WHEREAS, in accordance with Guam law, 21 G.C.A. § 80104, the Commission has established the Guam Ancestral Lands Commission Land Bank Trust and has transferred and may in the future transfer to the Trust certain Trust Lands.

WHEREAS, Guam law at 21 G.C.A. § 80104 requires that the resulting income generated from the development of the Trust Lands shall be used to compensate those ancestral land owners who cannot regain possession or title to their ancestral lands.

WHEREAS, GEDCA is authorized pursuant to 12 G.C.A. § 50103(d) to promote investments of entrepreneurial capital in Guam, if need be form and operate its own industries, invest in and provide technical assistance in support of its objectives, develop and maintain facilities for lease or sale and provide for the expansion of agricultural, industrial, hospital, housing and tourist facilities through financial assistance and other means.

WHEREAS, the Trust has identified the need to retain the services of GEDCA to assist it with the development, management, and maintenance of the Trust Lands so that said Lands will be developed to their highest and best use so as to provide the maximum benefit to the beneficiaries of the Trust.

WHEREAS, because of GEDCA's unique mandate to promote investments and the development of various industries in Guam and to invest in and provide technical assistance in support of its objectives, the Trust desires to enter into a service agreement whereby GEDCA will provide the Trust with general consultancy and property management services relating to maximizing the development of the Trust Lands for the ultimate benefit of those dispossessed ancestral land owners.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

AGREEMENT

1. General Consultancy and Property Management Services to be provided by GEDCA. Within the scope of services to be provided by GEDCA, GEDCA agrees to:

a. Cause to be prepared appraisals, environmental studies, title reports, land surveys, development plans, infrastructure studies and other studies of the Trust Lands;

- b. Prepare Requests for Development Proposals ("RDP") for the development and/or leasing of the Trust Lands;
- c. Advertise RDPs and receive all proposals;
- d. In consultation with the Trust, evaluate all proposals received and select prospective developers and/or lessees;
- e. Negotiate the development agreements and/or lease agreements to be entered into with the selected developer(s) in consultation with the Trust;
- f. Recommend the execution of any development and/or lease agreement by the Trust;
- g. Act as property manager for the Trust Lands, which shall include, but not be limited to managing leases and collecting rent;
- h. Collaborate and work with the Trustees of the Trust and the Board of Commissioners and employees of the Commission to achieve identified goals;
- i. Provide periodic updates to the Trust on the status of the development and leasing of the Trust Lands;
- j. Identify those Trust Lands that are determined not developable and/or leasable for removal from the inventory of lands covered by the scope of this Memorandum of Understanding;
- k. Identify additional lands that should be transferred to the Trust;
- l. Do all other things necessary to carry out the above objectives;
- m. In connection with the services provided to the Trust, GEDCA may retain experts, advisors, consultants, and legal counsel as necessary.

2. Cooperation by Trust. The Trust shall do the following to assist GEDCA in performing the services set forth in Paragraph 1:

- a. Provide GEDCA with an inventory of Trust Lands covered under the scope of this Memorandum of Understanding;
- b. Participate in the evaluation and selection of prospective developers and/or lessees;
- c. Review periodic reports submitted by GEDCA;
- d. In collaboration with GEDCA, seek all necessary approvals for the lease of the Trust Lands;
- e. Execute development and lease agreements recommended for execution by GEDCA;
- f. Execute all other documents necessary for GEDCA to carry out the services listed in Paragraph 1.

3. Payment for Services. GEDCA shall remit to the Trust all rents received from the lease of Trust Lands but shall retain 1% percent of the annual ground rent and ½ of one percent of the participation rent paid by all developers and/or lessees of the Trust Lands as payment for GEDCA services.

4. Method and Time of Remittance of Rent. Except for the amounts specified in Paragraph 3, monthly ground rent collected from developers and/or lessees shall be remitted to the Trust no later than twenty (20) calendar days after receipt from developers and/or lessees. Except for the amounts specified in Paragraph 3, participation rent collected from developers and/or lessees shall be remitted to the GALC no later than ninety (90) calendar days after receipt from developers and/or lessees.

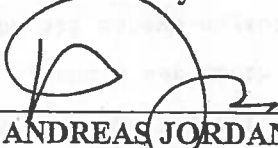
5. Reimbursement of payment. At the end of every fiscal year that GEDCA receives a payment for services pursuant to Paragraphs 3, GEDCA at its sole option may return to the Trust such amounts of the payments received in excess of its costs, as GEDCA in its sole discretion desires.

6. Initial Term and Automatic Renewal. This Memorandum of Understanding shall remain in effect for an initial term of one (1) year from the effective date. This Memorandum of Understanding shall be automatically renewed at the expiration of the initial term for an additional ten (10) year term if Trust Lands are leased to developers and/or lessees. This Memorandum of Understanding shall be automatically renewed at the expiration of the first renewal term for an additional ten (10) year term unless either party shall provide the other with a written notice of non-renewal no later than ninety (90) days prior to the expiration of the then-current term.

7. Effective Date. The effective date this Memorandum of Understanding shall be the date of execution by the Governor of Guam.

8. Date of Memorandum of Understanding. The date of this Memorandum of Understanding shall be the date of execution by the Governor of Guam.


**Guam Economic Development and
Commerce Authority**

By: 
ANDREAS JORDANOU
Acting Administrator

Date: June 19, 2006

Concurred By:

**Guam Economic Development and
Commerce Authority Board of Directors:**

By: 
LAURA DACANAY
Chairperson

Date: June 29, 2006

Guam Ancestral Lands Commission
Land Bank Trust:

By: 

MARK C. CHARFAUROS
Chairperson

Date: 6/20/06

Guam Ancestral Lands Commission
Land Bank Trust:

By: 

ANTHONY J. ADA
Secretary

Date: 22 JUN 2006

Concurred By:

Guam Ancestral Lands Commission
Board of Commissioners:

By: 

ANITA F. ORLINO
Chairperson

Date: 6/22/06

Guam Ancestral Lands Commission
Board of Commissioners:

By: 

MARY G. CRUZ
Secretary

Date: 6/21/06

Approved as to Legality and Form:
Office of the Attorney General

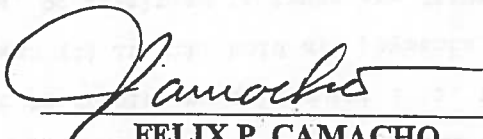
By: 

DOUGLAS B. MOYLAN
Attorney General of Guam

Date: _____



Approved by:
Governor of Guam


FELIX P. CAMACHO

Date: 12 July 2006

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GUAM ECONOMIC DEVELOPMENT AND COMMERCE AUTHORITY
AND THE
GUAM ANCESTRAL LANDS COMMISSION LAND BANK TRUST**

THIS FIRST AMENDMENT ("First Amendment") to the MEMORANDUM OF UNDERSTANDING BETWEEN THE GUAM ECONOMIC DEVELOPMENT AND COMMERCE AUTHORITY ("GEDCA") AND THE GUAM ANCESTRAL LANDS COMMISSION LAND BANK TRUST ("Trust") is entered into by and between the GEDCA, a Guam public corporation, and the Trust as of APRIL 26, 2007.

RECITALS

WHEREAS, the GEDCA and the Trust entered into a Memorandum of Understanding ("MOU"), which was approved by the Governor on July 12, 2006; and

WHEREAS, upon further review it was determined that Section 3 of the MOU did not reflect the intent of GEDCA and the Trust with respect to the amount of payment to GEDCA for the services provided under the MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

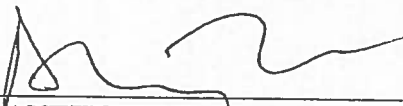
1. Section 3 of the MOU is hereby amended to read as follows:

3. Payment for Services. GEDCA shall remit to the Trust all rents received from the lease of Trust Lands but shall retain Fourteen and three tenths percent (14.3%) of the annual ground rent and Twenty percent (20%) of the participation rent paid by all developers and/or lessees of the Trust Lands as payment for GEDCA services.

2. In all other respects the terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, on the date indicated below.

Guam Economic Development and Commerce Authority

By: 
ANTHONY C. BLAZ
Acting Administrator

Date: 4/27/07

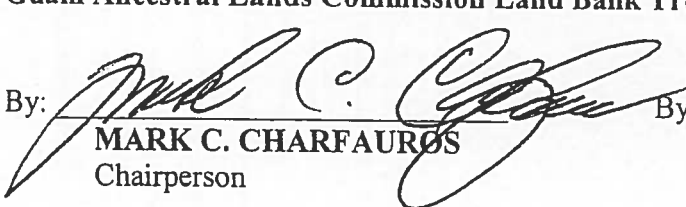
Concurred By:

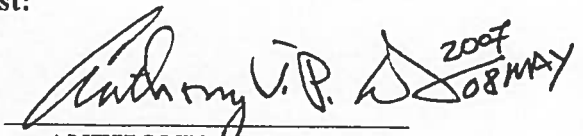
Guam Economic Development and Commerce Authority Board of Directors:

By: 
LAURA DACANAY
Chairperson

Date: 4/30/07

Guam Ancestral Lands Commission Land Bank Trust:

By: 
MARK C. CHARFAUROS
Chairperson

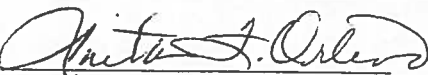
By:  ²⁰⁰⁷ 08 MAY
ANTHONY ADA
Secretary

Date: 5/14/07

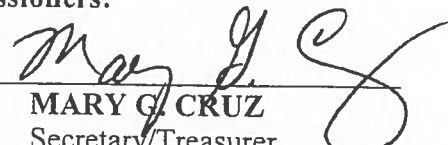
Date: _____

Concurred By:

Guam Ancestral Lands Commission Board of Commissioners:

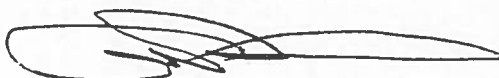
By: 
ANITA F. ORLINO
Chairperson

Date: 5/14/07

By: 
MARY G. CRUZ
Secretary/Treasurer

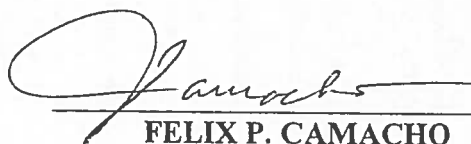
Date: 5/10/07

Approved as to Legality and Form:
Office of the Attorney General


By: for
ALICIA LIMTIACO
Attorney General of Guam

Date: 5/30/07

Approved by:
Governor of Guam


FELIX P. CAMACHO

Date: 7/2/07

**SECOND AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
GUAM ECONOMIC DEVELOPMENT AUTHORITY
AND THE
GUAM ANCESTRAL LANDS COMMISSION**

THIS SECOND AMENDMENT ("Second Amendment") to the MEMORANDUM OF UNDERSTANDING BETWEEN THE GUAM ECONOMIC DEVELOPMENT AUTHORITY ("GEDA") AND THE GUAM ANCESTRAL LANDS COMMISSION ("Commission") is entered into by and between the GEDA, a Guam public corporation, and the Commission.

RECITALS

WHEREAS, the GEDA and the Commission entered into a Memorandum of Understanding ("MOU"), which was approved by the Governor on July 12, 2006; and

WHEREAS, the GEDA and the Commission entered into a First Amendment to the Memorandum of Understanding ("MOU"), which was approved by the Governor on July 2, 2007; and

WHEREAS, upon further review it was determined that Section 3 of the MOU did not address all of the types of payments that could be collected from prospective tenants with respect to the amount of payment to GEDA for the services provided under the MOU.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree as follows:

1. Section 3 of the MOU is hereby amended to read as follows:

3. Payment for Services. GEDA shall remit to the Commission all rents received from the lease of Commission Lands but shall retain Fourteen and three tenths percent (14.3%) of the annual ground rent and Twenty percent (20%) of the participation rent and all other rents and payments paid by all developers and/or lessees of the Commission Lands as payment for GEDA services.

2. The date of this Second Amendment shall be the date of execution by the Governor of Guam.

3. In all other respects the terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING, on the date indicated below.

Guam Economic Development Authority


By: 

ANTHONY C. BLAZ
Administrator

Date: 6/29/10

Concurred By:

Guam Economic Development Authority Board of Directors:

By: 

RICARDO DUENAS
Chairperson

Date: 6/30/10

Guam Ancestral Lands Commission Board of Commissioners:

By:

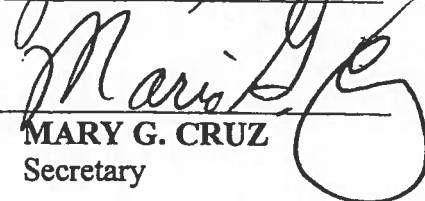

ANITA F. ORLINO

Chairperson

Date:

June 16, 2010

By:


MARY G. CRUZ

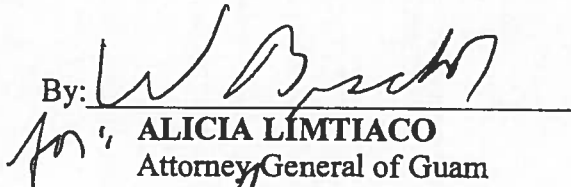
Secretary

Date:

6-16-2010

Approved as to Legality and Form:
Office of the Attorney General

By:


for ALICIA LIMTIACO
Attorney General of Guam

Date:

9/14/2010

Approved by:
Governor of Guam


FELIX P. CAMACHO

Date:

Aug 3, 2010
Gov



Office of the Governor of Guam

P.O. Box 2950 Hagåtña, Guam 96932

TEL: (671) 472-8931 • FAX: (671) 477-4826 • EMAIL: governor@mail.gov.gu

Felix P. Camacho
Governor

Michael W. Cruz, M.D.
Lieutenant Governor

FEB 16 2010

The Honorable Judith T. Won Pat, Ed.D.
Speaker
Mina' Trenta Na Liheslaturan Guåhan
155 Hessler Street
Hagåtña, Guam 96910

Dear Speaker Won Pat:

Transmitted herewith is Bill No. 152-30(COR) "AN ACT TO REPEAL AND REENACT §68975, AND TO ADD A NEW §68975.1 TO CHAPTER 68, ARTICLE 11, TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO THE FARMERS' COOPERATIVE ASSOCIATION OF GUAM" which I signed into law on February 8, 2010 as **Public Law 30-92**.

Sinseru yan Magåhet,

FELIX P. CAMACHO
I Maga'låhen Guåhan
Governor of Guam

Attachment: copy of Bill

30-10-0164
D 2/17/10
4/r

I MINA'TRENTA NA LIHESLATURAN GUÅHAN
2010 (SECOND) Regular Session

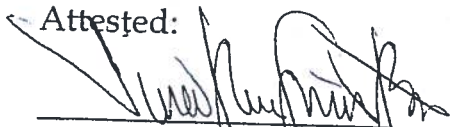
CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUÅHAN

This is to certify that Substitute Bill No. 152-30 (COR), "AN ACT TO REPEAL AND REENACT §68975, AND TO ADD A NEW §68975.1 TO CHAPTER 68, ARTICLE 11, TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO THE FARMERS' COOPERATIVE ASSOCIATION OF GUAM," was on the 22nd day of January, 2010, duly and regularly passed.



Judith T. Won Pat, Ed. D.
Speaker

Attested:



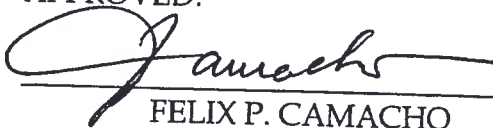
Tina Rose Muña Barnes
Legislative Secretary

This Act was received by *I Maga'laken Guåhan* this 28th day of January 2010, at 3:24 o'clock P.M.



Assistant Staff Officer
Maga'lahi's Office

APPROVED:



FELIX P. CAMACHO
I Maga'laken Guåhan

FEB 08 2010

Date: _____

Public Law No. P.L. 30-92

I MINA'TRENTA NA LIHESLATURAN GUAHAN
2009 (FIRST) Regular Session

Bill No. 152-30 (COR)

As substituted by the Committee on Appropriations,
Taxation, Banking, Insurance, Retirement and Land,
and amended on the Floor.

Introduced by:

v. c. pangelinan
T. R. Muña Barnes
F. F. Blas, Jr.
J. V. Espaldon
T. C. Ada
F. B. Aguon, Jr.
E. J.B. Calvo
B. J.F. Cruz
Judith P. Guthertz, DPA
Adolpho B. Palacios, Sr.
R. J. Respicio
Telo Taitague
Ray Tenorio
Judith T. Won Pat, Ed.D.

**AN ACT TO REPEAL AND REENACT §68975, AND TO
ADD A NEW §68975.1 TO CHAPTER 68, ARTICLE 11,
TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO
THE FARMERS' COOPERATIVE ASSOCIATION OF
GUAM.**

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds
3 that in recent years, the agricultural industry continues to be confronted with the
4 tremendous challenge of effectively coordinating the marketing and sales of the
5 produce, livestock, aquaculture products, and ornamental plants being provided by

1 our local farmers and ranchers. In order to further promote agriculture on our
2 island, the community must allow our local farmers and ranchers to concentrate on
3 their respective agricultural activities, thus possibly leading to increased farm and
4 livestock production to meet existing and future community demands.

5 *I Liheslaturan Guåhan* further finds that many years ago, a Farmers'
6 Cooperative Association ("Association") was created, but due to tough economic
7 conditions it did *not* survive. During its existence, farmers benefited directly from
8 the distribution and marketing services that were provided by the Association, and
9 most importantly it enabled the local farmers to focus on their farming activities
10 while having other individuals address the distribution and marketing of their
11 product. The Association was granted a lease on Lot Nos. 1361-1-B-R1 and 1361-
12 1-C New, municipality of *Agana*. When the Association filed for bankruptcy, its
13 interest in the aforementioned lots was reverted to the government of Guam.

14 *I Liheslaturan Guåhan* further finds that the island is immensely dependent
15 on importation of food products. The reliance on imported food leaves our people
16 with a fresh supply of produce for *no more than* ten (10) days. Currently, one
17 hundred percent (100%) of the beef, eighty-five percent (85%) of fresh vegetables,
18 and approximately eighty-five percent (85%) of fresh fruits consumed on this
19 island are imported. While it may be impracticable or unattainable for Guam to
20 produce one hundred percent (100%) of its food, the risks and costs to society
21 cannot be ignored. The rising cost of shipping and transportation associated with
22 the price of oil create a highly inefficient local economy. Comparatively, the
23 production and consumption of local food keeps money in our community, reduces
24 the demand for transportation energy, reduces the rate of introduction of invasive
25 species and decreases the vulnerability to food supply disruptions caused by
26 natural disasters or worldwide economic events.

1 *I Liheslaturan Guåhan* further finds that to continue to promote and foster
2 the growth and expansion of the local agriculture industry, the government must
3 render necessary assistance. But the major responsibility continues to remain in
4 the hands of the men and women who continue to farm and ranch for their
5 livelihood. In order to encourage the youth to learn more about agriculture, the
6 community must prove that the agriculture industry is a viable industry and a very
7 important aspect of our island's economy. Therefore, the government should
8 continue to provide assistance to the island farmers and ranchers and formulate
9 programs that will include the involvement of the children, the future farmers and
10 ranchers of Guam.

11 *I Liheslaturan Guåhan* further finds that it is time for bold action to squarely
12 address Guam's food requirements. It will require the long-term commitment,
13 dedication, and investment of government, the private sector, the people of Guam
14 and our local agricultural producers to dramatically shift the direction towards a
15 more agriculturally sustainable society. As a community and as a people, we must
16 decide whether we will continue to be dependent on external sources for our basic
17 needs, or whether we will build, invest, and develop the capacity to become food
18 independent. It is in the best interest of the people of Guam that we build the
19 capacity to become food self-sufficient.

20 *I Liheslaturan Guåhan* further finds that in recent years, our island farmers
21 have coordinated, organized and re-established the Farmer's Cooperative
22 Association of Guam, Inc., a not-for-profit corporation which was duly formed and
23 registered with the Department of Revenue and Taxation on November 9, 2007.

24 *I Liheslaturan Guåhan* further finds that government of Guam land is
25 available and has been designated for a "Public Market" site. The Farmers'
26 Cooperative Association of Guam, Inc., a not-for-profit corporation, wishes to
27 lease property which has been reserved for a "Public Market Site", specifically Lot

1 No. 10155-1, municipality of *Dededo*, comprising an area of 6.9947 total acres.
2 Lot No. 10155-1 was returned to the government of Guam under the Guam Excess
3 Lands Act pursuant to U.S. Public Law 103-339. In the parceling of the basic lot,
4 Lot No. 10155-1 was designated as a site for a public market. The Farmers'
5 Cooperative Association of Guam, Inc. intends to construct a facility to
6 accommodate not only its activities, but to include the relocation of the existing
7 *Dededo* Flea Market to this site.

8 *I Liheslaturan Guåhan* further finds that the lease of Lot No. 10155-1, which
9 has been sitting dormant for *more than* a dozen years, should be used for its
10 intended purpose, which will benefit the people, farmers and ranchers of Guam.

11 Therefore, it is the intent of *I Liheslaturan Guåhan* to *repeal* and *re-enact*
12 §68975 of Chapter 68, Article 11, Title 21, GCA, relative to the re-establishment
13 of the Farmer's Cooperative Association and to authorize *I Maga'lahaen Guåhan* to
14 enter into a lease agreement with the new Farmers' Cooperative Association of
15 Guam, Inc., a not-for-profit corporation, for the sole purpose of the creation of a
16 "Public Market".

17 **Section 2. §68975 of Chapter 68, Article 11, Title 21, Guam Code**
18 **Annotated, is hereby repealed and re-enacted to read as follows:**

19 **"§68975. Farmer's Cooperative Association of Guam, Inc.**

20 *I Maga'lahaen Guåhan* shall execute all instruments necessary to carry
21 out the provisions of subsections (a) through (h) of this Section.

22 *I Maga'lahaen Guåhan* is hereby authorized to lease to the Farmers'
23 Cooperative Association of Guam, Inc., ('Association') a not-for-profit
24 corporation, the following tract of government-owned land:

25 (a) Lot No. 10155-1 (6.9947± acres), municipality of
26 *Dededo* or other suitable property.

1 (b) The Government *shall* lease to the Association for the
2 sum of One Dollar (\$1.00) per annum lots cited in subsection (a) for
3 twenty-five (25) years with an option to renew for another twenty-five
4 (25) years. The Association may subject the property and its
5 improvements to a leasehold mortgage.

6 (c) The use of the leasehold *shall be limited* to those
7 activities consistent with the mission and purpose of lessee, as
8 detailed in its governing documents, and for the activities authorized
9 herein.

10 (d) Notwithstanding any other laws to the contrary, the lease
11 by the government of Guam to the Association of Lot No. 10155-1,
12 containing an area of 6.9947± total acres in the municipality of
13 *Dededo*, and improvements thereon, *shall* be executed by *I Maga'lahi*
14 and the duly authorized representative of the Association and *shall*
15 require the concurrence of *I Liheslaturan Guåhan*.

16 (e) The leasehold is *not* assignable *nor may* it be sublet
17 without *I Liheslaturan Guåhan's* approval.

18 (f) Any change in the tax status of the lessee *shall* require an
19 immediate renegotiation of the lease. *If* such change *shall* be to a for-
20 profit entity, the rate of the lease *shall be no less than* ten percent
21 (10%) of the actual market value of the property.

22 (g) The lease *shall* contain a provision granting the Mayor of
23 *Dededo*, through a memorandum of agreement, access to and use of
24 the lease premises for the activities authorized in Title 21, GCA,
25 Chapter 68, Article 9, §68901(b), with the exception that the approval
26 by the Department of Land Management *shall no longer* be required
27 for the issuance of the permits pursuant to §68901(b).

1 (h) The lease *shall* include a provision requiring that after the
2 initial seven (7) years of the term, ten percent (10%) of the lessee's
3 annual retained earnings for the previous year from other than the sale
4 of produce *shall* thereafter be remitted to the account of the Ancestral
5 Land Bank and increased five percent (5%) every five (5) years
6 thereafter for the remaining term of the lease to a maximum of fifty
7 percent (50%).

8 **§68975.1. Government Support for the Establishment of a**
9 **Farmers' Cooperative Association of Guam.** To maximize the
10 opportunities for success of the Association, *I Liheslaturan Guåhan* directs
11 the Association to seek the technical expertise available in our local
12 community as part of the authorization to lease, and designates the
13 University of Guam's College of Natural and Applied Sciences as the lead
14 government entity in identifying the necessary support for the establishment
15 of the Association, which will be directed and administered by the island's
16 local farmers. The University of Guam's College of Natural and Applied
17 Sciences may assist the facilitation of meetings and dialog among all
18 pertinent government entities that will support the successful establishment
19 and long-term operation of the Association that will concentrate on the
20 marketing of local agricultural products and in the provision of other
21 necessary services to our island farmers.

22 (a) The Association shall seek support from the College of Natural
23 and Applied Sciences (CNAS) of the University of Guam for the following
24 services:

- 25 (1) render professional and technical advice in ways to
26 enhance farming activities on Guam;

- (2) provide periodic and current information on its research activities which it deems may be beneficial to the Association;
- (3) share any information that may assist the Association in its operation and marketing activities;
- (4) marketing expertise and guidance;
- (5) advice on enhanced business practices, and ways to identify and capitalize on existing and potential agricultural markets, both local and off-island; and
- (6) other services it provides that may be beneficial to the Association.

(b) The Association, through a Memorandum of Understanding, *shall* seek support from the School of Business and Public Administration (SBPA), more specifically, the Small Business Development Center (SBDC) of the University of Guam, for business counseling and training to the Association's members.

All efforts *shall* be coordinated by the College of Natural and Applied Sciences so as *not* to duplicate the University of Guam's services.

(c) The Association *shall* seek support from the Department of Agriculture for the following services:

- (1) professional and technical expertise and advice to the Association in its farming activities;
- (2) conduct periodic assessments of the market demands and conditions for certain agricultural products and share such information with the Association and its members;

- (3) provide logistical support, to include, but *not limited to*, farming equipment and related services, if available, to the Association and its members;
- (4) make accessible and available its farmers loan program to the Association and its members, in conformance with established guidelines and requirements;
- (5) provide business, marketing and distribution expertise to the Association; and
- (6) other services it provides that may be beneficial to the Association.

(d) The Association *shall* seek support from the Guam Economic Development Authority for the following services:

- (1) direct application and use of the Authority's Qualifying Certificate Program, in accordance with established program rules and guidelines;
- (2) assistance with appropriate agency business and agricultural loan programs; and
- (3) other services it provides that *may* be beneficial to the Association.

These entities *shall* provide such services and general assistance to the Association as a Guam non-profit organization. This assistance will promote the successful establishment of the Association for the benefit of our local farmers and the growth of the island's traditional industry. For services and support beyond this, the Association is encouraged to work with the entities (UOG's CNAS, SBPA and SBDC, and the Guam Department of Agriculture) to apply for grants to fund these efforts or hire needed expertise beyond the resources currently available.

1 Nothing herein shall limit the rights of the Association from seeking
2 assistance and technical expertise from any other organizations in the
3 furtherance of its goals and objectives.”

4 **Section 3. Severability.** *If* any provision of this Law or its application to
5 any person or circumstance is found to be invalid or contrary to law, such
6 invalidity shall *not* affect other provisions or applications of this Law which can be
7 given effect without the invalid provisions or application, and to this end the
8 provisions of this Law are severable.

EDDIE BAZA CALVO
Governor



RAY TENORIO
Lieutenant Governor

Office of the Governor of Guam

May 02, 2013


Honorable Judith T. Won Pat, Ed.D.
Speaker
I Mina'trentai Unu Na Liheslaturan Guåhan
155 Hesler Street
Hagåtña, Guam 96910

2013 MAY - 7 PM 5:17

Dear Madame Speaker:

Transmitted herewith is Bill No. 77-32 "AN ACT TO AMEND §68975 OF ARTICLE 11, CHAPTER 68 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO THE DEVELOPMENT OF THE FARMER'S MARKET FACILITY BY THE FARMER'S COOPERATIVE ASSOCIATION OF GUAM, INC.", which I signed into law on May 02, 2013 as Public Law 32-023.

Senseramente,


EDDIE BAZA CALVO
I Maga'láhen Guåhan
Governor of Guam

383

Attachment: copy of Bill

32-13-383
Office of the Speaker
Judith T. Won Pat, Ed. D.
Date 5/11/13
Time 1:26 PM
Received by Faith

I MINA'TRENTAI DOS NA LIHESLATURAN GUÅHAN
2013 (FIRST) Regular Session

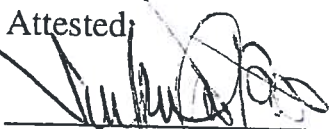
CERTIFICATION OF PASSAGE OF AN ACT TO I MAGA'LAHEN GUÅHAN

This is to certify that **Substitute Bill No. 77-32 (COR), "AN ACT TO AMEND §68975 OF ARTICLE 11, CHAPTER 68 OF TITLE 21, GUAM CODE ANNOTATED, RELATIVE TO THE DEVELOPMENT OF THE FARMER'S MARKET FACILITY BY THE FARMER'S COOPERATIVE ASSOCIATION OF GUAM, INC."**, was on the 22nd day of April, 2013, duly and regularly passed.




Judith T. Won Pat, Ed.D.
Speaker

Attested:



Tina Rose Muña Barnes
Legislative Secretary

This Act was received by *I Maga'lahen Guåhan* this 22nd day of April,
2013, at 7:30 o'clock P.M.


Assistant Staff Officer
Maga'lahi's Office

APPROVED:


EDWARD J.B. CALVO
I Maga'lahen Guåhan

Date: May 02, 2013

Public Law No. 32-023

I MINA'TRENTAI DOS NA LIHESLATURAN GUÅHAN
2013 (FIRST) Regular Session

Bill No. 77-32 (COR)

As substituted by the
Committee on Appropriations,
Public Debt, Legal Affairs, Retirement,
Public Parks, Recreation,
Historic Preservation and Land; and amended on the Floor.

Introduced by:

Vicente (ben) C. Pangelinan
R.J. Respicio
T. R. Muña Barnes
B. J.F. Cruz
T. C. Ada
V. Anthony Ada
Frank B. Aguon, Jr.
Chris M. Dueñas
Michael T. Limtiaco
Brant T. McCreadie
Tommy Morrison
Dennis G. Rodriguez, Jr.
Michael F. Q. San Nicolas
Aline A. Yamashita, Ph.D.
Judith T. Won Pat, Ed.D.

**AN ACT TO AMEND §68975 OF ARTICLE 11,
CHAPTER 68 OF TITLE 21, GUAM CODE
ANNOTATED, RELATIVE TO THE DEVELOPMENT
OF THE FARMER'S MARKET FACILITY BY THE
FARMER'S COOPERATIVE ASSOCIATION OF GUAM,
INC.**

1 **BE IT ENACTED BY THE PEOPLE OF GUAM:**

2 **Section 1. Legislative Findings and Intent.** *I Liheslaturan Guåhan* finds that
3 pursuant to Public Law 30-228, Guam's long-standing goal of food self-sufficiency is

1 attainable. Though it has taken many years and the challenges have been seemingly
2 endless, the promise of the Guam Farmer's Market becomes more of a reality today
3 due, in large part, to the allocation of proceeds from the Hotel Occupancy Tax
4 Revenue Limited Obligation (HOT) Bonds to provide the processing and marketing
5 facilities vital to afford our farmers a sustainable and viable outlet for their harvest and
6 production.

7 *I Liheslaturan Guåhan* further finds that in the effort to develop projects that
8 benefit community infrastructure, revitalization of the Guam Farmer's Market is of
9 great importance, and as part of its facility, to include: a retail Farmer's Market, dry
10 and cold storage, feed and material supply, offices for Government agencies, a value-
11 added kitchen, a dining/patio area, flea market stalls, a plant nursery, public toilets, and
12 a designated parking area.

13 *I Liheslaturan Guåhan* further finds that Lot No. 10155-1 (6.9947± acres),
14 municipality of *Dededo*, has been designated for the farmer's public market site, to
15 ultimately benefit the people, farmers and ranchers of Guam.

16 Therefore, it is the intent of *I Liheslaturan Guåhan* to amend §68975 of Article
17 11, Chapter 68 of Title 21, Guam Code Annotated, relative to the development of the
18 Farmer's Market facility by the Farmer's Cooperative Association of Guam, Inc.

19 **Section 2.** §68975 of Article 11, Chapter 68 of Title 21, Guam Code Annotated, is
20 hereby *amended* to read as follows:

21 **"§ 68975. Farmer's Cooperative Association of Guam, Inc.**

22 Notwithstanding any other provision of law, the Farmer's Cooperative
23 Association of Guam, Inc. (Association) is authorized to execute all legal
24 instruments, documents and contracts necessary for the construction and
25 operations of the Farmer's Market facility, pursuant to P.L. 30-228, on Lot No.
26 10155-1 (6.9947± acres), in the municipality of *Dededo*, and must comply with
27 the following:

1 (a) The association, for the sum of One Dollar (\$1.00) per annum for
2 twenty-five (25) years with an option for automatic renewal for another twenty-
3 five (25) years, *shall* have the beneficial use of the property for its development.
4 The Association may subject the property and its improvements to a leasehold
5 mortgage, subject to approval by *I Liheslaturan Guåhan*.

6 (b) The use of the property *shall be limited* to those activities consistent
7 with the mission and purpose of the Association, as detailed in its governing
8 documents, and for the activities authorized herein.

9 (c) The right to develop the property for the construction of the
10 Farmer's Market by the Association contained in this Act *shall not* be
11 conveyed by the Association to any other entity, *nor may* the entire facility
12 project be sublet to a single entity, without *I Liheslaturan Guåhan's*
13 approval. Portions of the Farmer's Market facility may be leased out by the
14 Association to individual vendors, businesses, and other entities, consistent
15 with applicable laws, rules and regulations for the commercial lease of
16 government facilities, and pursuant with the goals and activities of the
17 Association.

18 (d) Any change in the tax status of the Association *shall* require
19 notification to *I Liheslaturan Guåhan* and an immediate renegotiation of
20 payments required in this Act for the use of the property. *If* such change *shall* be
21 to a for-profit status, the rate *shall be no less than* ten percent (10%) of the actual
22 market value of the property.

23 (e) The Association *may* grant the Mayor of *Dededo*, through a
24 memorandum of agreement, access to and use of the premises for the activities
25 authorized in §68901(b) of Article 9, Chapter 68 of Title 21, Guam Code
26 Annotated, with the exception that the approval by the Department of Land

1 Management *shall no longer* be required for the issuance of the permits pursuant
2 to §68901(b).

3 (f) The Association *shall* be required after the initial seven (7) years of
4 the term, to remit two percent (2%) of the Association's gross income from the
5 operations of the Farmer's Market facility for the previous year to the account of
6 the Ancestral Land Bank and increased one percent (1%) every five (5) years
7 thereafter for the remaining term to a maximum of five percent (5%).

8 (g) The Association *shall not* sell, mortgage, sublease, assign,
9 encumber, hypothecate, or otherwise transfer its interest in the property
10 without the prior consent of *I Liheslaturan Guåhan*. Should the Farmer's
11 Market facility fail to begin construction within three (3) years of the
12 enactment of this Act, *or* the amounts required by Subsections (a) and (f) of
13 this Section fail to be remitted, the assignment of the property to the
14 Association is hereby revoked, and the Department of Land Management
15 *shall* file the needed documents with the Recorder's Office noticing the
16 revocation, and *shall* include provisions needed to ensure the property is free
17 and clear from any encumbrances to the title.

18 (h) The Association and its activities *shall* be subject to an annual
19 audit by the Office of Public Accountability."

20 **Section 3. Lot Rezoned.** Lot No. 10155-1, municipality of *Dededo*,
21 Guam, containing an area of 6.9947± acres, is hereby rezoned from Agricultural
22 Zone (A) to Commercial Zone (C).

23 **Section 4. Severability.** If any provision of this Law or its application to
24 any person or circumstances is found to be invalid or contrary to law, such
25 invalidity shall not affect other provisions or applications to this Law which can be
26 given effect without the invalid provision or application, and to this end the
27 provisions of this Law are severable.

Status Update
AT&T Facilities – Tanguissan
Lot 10192, Municipality of Dededo

1. All leases and amendments between USA and AT&T have been reviewed
 - a. Lease period: October 16, 1962 to October 15, 2012
 - b. Leased area includes site grounds, 20' wide easement to the highwater mark, and submerged lands
2. The area was formally known by the US Government as Lot AJKD and was returned back to the government of Guam on July 16, 2002 (Instrument No. 660299)
 - a. Returned land from USA reserved area still leased to AT&T
 - b. An ancestral land owner issued a claim of interest and, in an order by the Superior Court of Guam, was issued all its claimed land which surrounded the AT&T parcel but did not include the AT&T parcel
3. Based on a review by DLM Land Records, Land Survey, Land Administration, and legal counsel, the property used by AT&T falls under the responsibility of the Guam Ancestral Lands Commission to be treated the same as "Crown Lands" and be part of the Land Bank inventory (Instrument No. 661951)
 - a. Inventory will also include leasehold improvements
4. On May 1, 2018, DLM Director made contact with AT&T Real Property Office but they wanted contract for review
5. DLM also determined that a local attorney represents AT&T: Michael Phillips
6. DLM surveyed and created a survey map of the entire leased area since none previously existed and designated the AT&T parcel as
 - a. Lot 10192, Municipality of Dededo, consisting of $\pm 12,579$ square meters, as shown on survey map L.M. Check No. 123FY2017 (Instrument No. 922477)
 - b. Survey map depicts all area intended for leasing to include utility easement and submerged lands for the cable
7. Courses of action needed:
 - a. Guam Ancestral Lands Commission formally determine its intent
 - i. Subject is on June 13, 2018, board meeting agenda
 - b. Issue notice to AT&T of intent to lease and claim of property
 - c. Collect rent from 2012 to present based on expired lease terms
 - d. Recommendation is to utilize GALC-GEDA MOU to advise on leasing options and to assist with executing a lease



ISLAND OF GUAM
OFFICE OF THE GOVERNOR
HAGÁTÑA, GUAM 96932
U.S.A.

Reorganization Advisory No. 5

This is to notify Guamanians that I have exercised 48 United States Code §1422c.(c), a provision of the Organic Act of Guam, which reads: (c) *Reorganization. The Governor shall, from time to time, examine the organization of the executive branch of the government of Guam, and shall determine and carry out such changes therein as are necessary to promote effective management and to execute faithfully the purposes of this chapter and the laws of Guam.*

September 21, 2011

I approved the reorganization of land services today. Effective October 1, the Chamorro Land Commission and the Ancestral Lands Commission will be merged into the Department of Land Management.

Monte Mafnas will be the new director of Land Management.

This reorganization will begin the process of:

1. Identifying redundancies and eliminating them
2. Consolidating functions and services for better and faster service to the customers of this agency
3. Consolidating resources and breaking down bureaucratic barriers
4. Eliminating duplicated costs, such as rent, utilities, travel and training

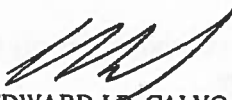
This is just the first phase of the process for this agency. As part of this first phase, there is an immediate elimination of the following positions:

1. Deputy Director of Land Management
2. Administrative Director of the Chamorro Land Trust Commission
3. Administrative Director of the Ancestral Lands Commission (to be phased out)
4. One private secretary position
5. One Engineering Aide position
6. One Land Abstractor position

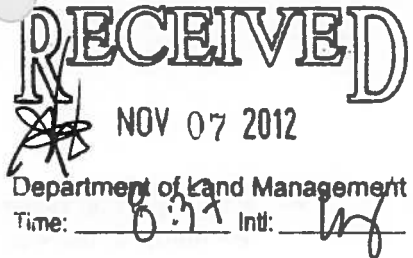
By attrition, other positions will soon follow.

It is my intention to conduct the streamlining of the government of Guam workforce from the top, down. This is why the first layoffs/position eliminations are at the highest levels of the land services programs in this reorganization. As we move forward with further reorganization of other services and programs, this is how the layoff/position elimination process will ensue.

The Director of Land Management will assess the new organization and provide further layoff plans, as needed to make his agency more efficient and to assist in reversing the structural imbalance of the General Fund.



EDWARD J.B. CALVO
Governor of Guam



ISLAND OF GUAM
OFFICE OF THE GOVERNOR
HAGĀTÑA, GUAM 96932
U.S.A.

Reorganization Advisory No. 9

This is to notify Guamanians that I have exercised 48 United States Code §1422c.(c), a provision of the Organic Act of Guam, which reads: (c) *Reorganization. The Governor shall, from time to time, examine the organization of the executive branch of the government of Guam, and shall determine and carry out such changes therein as are necessary to promote effective management and to execute faithfully the purposes of this chapter and the laws of Guam.*

October 1, 2012

I approved the reorganization of land services today. Effective October 1, the Chamorro Land Commission and the Ancestral Lands Commission will be merged into the Department of Land Management.

Monte Mafnas will be the new director of Land Management.

This reorganization will begin the process of:

1. Identifying redundancies and eliminating them
2. Consolidating functions and services for better and faster service to the customers of this agency
3. Consolidating resources and breaking down bureaucratic barriers
4. Eliminating duplicated costs, such as rent, utilities, travel and training

This is just the first phase of the process for this agency. As part of this first phase, there is an immediate elimination of the following positions:

1. Administrative Director of the Chamorro Land Trust Commission
2. Administrative Director of the Ancestral Lands Commission (to be phased out)
3. One private secretary position
4. One Engineering Aide position
5. One Land Abstractor position

By attrition, other positions will soon follow.

It is my intention to conduct the streamlining of the government of Guam workforce from the top, down. This is why the first layoffs/position eliminations are at the highest levels of the land services programs in this reorganization. As we move forward with further reorganization of other services and programs, this is how the layoff/position elimination process will ensue.

The Director of Land Management will assess the new organization and provide further layoff plans, as needed to make his agency more efficient and to assist in reversing the structural imbalance of the General Fund.

This Reorganization Advisory No. 9 amends and supersedes Reorganization Advisory No. 5, issued on September 21, 2011.

EDWARD J.B. CALVO
Governor of Guam



OFFICE OF THE GOVERNOR
HAGATÑA, GUAM 96910
U.S.A.

Reorganization Advisory No. 10

This is to notify Guamanians that I have exercised 49 United States Code § 1422(c), a provision of the Organic Act of Guam, which reads: "(c) *Reorganization. The Governor shall, from time to time, examine the organization of the executive branch of the government of Guam, and shall determine and carry out such changes therein as are necessary to promote effective management and to execute faithfully the purposes of this chapter and the laws of Guam.*"

June 7, 2018

I approve the reorganization of land services today. Effective October 1, 2011, the Chamorro Land Commission and the Ancestral Lands Commission were merged into the Department of Land Management by Reorganization Advisory No. 5. The reorganization of the agency by the merger of those commissions into the agency is affirmed.

The reorganization began and shall continue the process of:

1. Identifying redundancies and eliminating them;
2. Consolidating functions and services for better and faster service to the customers of the Department of Land Management;
3. Consolidating resources and breaking down bureaucratic barriers; and
4. Eliminating duplicated costs, such as rent, utilities, travel, and training.



As part of the reorganization, there is an immediate elimination of the following positions:


1. Administrative Director of the Ancestral Lands Commission (to be phased out);
2. One private secretary position;
2. One Engineering Aid position; and
3. One Land Abstractor position.

It is my intention to continue the streamlining of the government of Guam workforce from the top down by eliminating the highest-level positions in the land services programs and to allow for the elimination by attrition of other positions. As we move forward with the further reorganization of other services and programs, this is how the process will ensue.

The Director of Land Management will assess the new organization and provide further plans as needed to make the agency more efficient.

This Reorganization Advisory No. 10 amends and supersedes both Reorganization Advisory No. 9 issued on October 1, 2012, and Reorganization Advisory No. 5 issued on September 21, 2011.





EDDIE BAZA CALVO
Governor of Guam